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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

IN RE CHRYSLER-DODGE-
JEEP ECODIESEL®
MARKETING, SALES
PRACTICES, AND PRODUCTS
LIABILITY LITIGATION

This Document
Relates to:

ALL ACTIONS

ANDREW ROGERS, *et al.*, on behalf of
themselves and all others similarly
situated.

Plaintiffs,

v.

FIAT CHRYSLER AUTOMOBILES N.V.;
FCA US LLC; SERGIO MARCHIONNE,
FORMER CEO OF FCA, FIAT and FIAT
SUBSIDIARIES and CHAIRMAN OF FCA
and FIAT SUBSIDIARIES, DECEASED,
AND HIS SUCCESSOR, MICHAEL
MANLEY; VM MOTORI S.p.A.; VM
NORTH AMERICA, INC.; ROBERT
BOSCH GmbH, and ROBERT BOSCH
LLC,

Defendants.

MDL 2777
CONSUMER AMENDED
COMPLAINT

AND

RELIANCE UPON JURY
TRIAL DEMAND

THE HONORABLE
EDWARD M. CHEN

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26	ACT (W. Va. Code § 46A-1-101, et. seq.)	1758
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1 Plaintiffs herein described bring this action on behalf of themselves and all others similarly
2 situated, against (1) the Defendants collectively referred to as “Fiat Chrysler”: FCA US LLC
3 (“FCA”), Fiat Chrysler Automobiles N.V. (“Fiat”), and Sergio Marchionne (“Marchionne”); (2)
4 the Defendants collectively referred to as “VM Motori”: VM Motori S.p.A. (“VM Italy”) and VM
5 North America, Inc. (“VM America”); and (3) the Defendants collectively referred to as “Bosch”:
6 Robert Bosch GmbH (“Bosch GmbH”), and Robert Bosch, LLC (“Bosch LLC”). Plaintiffs allege
7 the following based upon information and belief, the investigation of counsel, and personal
8 knowledge as to the factual allegations pertaining to themselves.

9 10 **INTRODUCTION**

11
12 1. This nationwide action arises out of an international race to the bottom. Fiat
13 Chrysler, a rival of automaker Volkswagen struggling to compete on the world stage, sought to
14 grab a piece of the U.S. “clean” diesel market with 2014-2016 EcoDiesel® trucks marketed under
15 the Jeep Grand Cherokee and Ram 1500 model names (the “Subject Vehicles”). But like
16 Volkswagen, Fiat Chrysler fought dirty. That is, like Volkswagen did with its “clean diesels,” Fiat
17 Chrysler concealed from regulators and consumers alike that the EcoDiesel® trucks were far from
18 “Eco.”

19 2. As the Environmental Protection Agency (“EPA”) has since discovered, Fiat
20 Chrysler, by and through FCA, concealed emission treatment software features in the Subject
21 Vehicle engine’s diesel controls on applications for EPA Certificates of Conformity (“COCs”)
22 and California Air Resources Board (“CARB”) Executive Orders (“EOs”). This hidden software,
23 designed and implemented by Bosch GmbH and Bosch LLC, allowed the Subject Vehicles to
24 “pass” emission testing and obtain COCs and EOs so that Fiat Chrysler could import and sell the

1 Subject Vehicles in the U.S. and California, respectively. Once on America's roads, however, the
2 emission controls are de-activated or severely restricted such that the Subject Vehicles spew much
3 higher amounts of polluting nitrogen oxides ("NOx") than permitted by law.

4 3. On January 12, 2017, the EPA issued a Notice of Violation ("NOV") against Fiat
5 and FCA for failing "to disclose [eight] Auxiliary Emission Control Devices (AECDs)" in the
6 2014-2016 FCA Ram 1500s and Jeep Grand Cherokees.¹ In the NOV, the EPA explained that,
7 despite having the opportunity to do so, Fiat and FCA failed to refute that the "principal effect of
8 one or more of these AECDs was to bypass, defeat, or render inoperative one or more elements of
9 design installed to comply with emissions standards under the [Clean Air Act]."

10 4. The same day, CARB publicly announced that it, too, had notified Fiat and FCA
11 of its violations after detecting the AECDs in their 2014, 2015, and 2016 Jeep Grand Cherokee
12 and Ram 1500 EcoDiesel® vehicles. CARB also said Fiat and FCA failed to disclose the devices,
13 which can significantly increase NOx emissions when activated. "Once again," observed CARB
14 Chair Mary D. Nichols, "a major automaker made the business decision to skirt the rules and got
15 caught."²

16 5. The U.S. has since sued FCA, Fiat, VM Italy, and VM America for violating the
17 Clean Air Act ("CAA") and applicable regulations, seeking injunctive relief and civil penalties.³
18 As the U.S. has found, "one or more of these undisclosed software features, alone or in
19 combination with one or more of the others, bypass, defeat and/or render inoperative the [Subject]

¹ EPA's January 12, 2017 Notice of Violation to Fiat Chrysler Automobiles,
<https://www.epa.gov/sites/production/files/2017-01/documents/fca-cao-nov-2017-01-12.pdf>.

² EPA News Release, *EPA Notifies Fiat Chrysler of Clean Air Act Violations* (Jan. 12, 2017),
<https://www.epa.gov/newsreleases/epa-notifies-fiat-chrysler-clean-air-act-violations>.

³ *United States v. Fiat US LLC, et al.*, No. 2:17-cv-11633-JCO-EAS (E.D. Mich. filed May 23, 2017) (Dkt. No. 1). The action has since been transferred to this Court for coordination with this MDL.

1 Vehicles' emission control system, causing the vehicles to emit substantially higher levels of NOx
2 during certain normal real world driving conditions than during federal emission tests.”⁴

3 6. American consumers were caught in the middle of Fiat Chrysler's scheme.
4 Consumers have been wary of diesel engines as a relic of the past: noisy and spewing thick, toxic
5 smoke. This was an understandable concern. A byproduct of diesel combustion is NOx, a pollutant
6 linked with serious health dangers and climate change. Seeking to expand the diesel market in the
7 U.S., large automakers in the late 2000's sought to reimagine diesel for regulators and consumers
8 alike. For its part, Fiat Chrysler touted its “EcoDiesel” technology as the best of both worlds: a
9 “green” alternative to gasoline with reduced emissions coupled with diesel's benefits of greater
10 torque, power, and fuel efficiency. Fiat Chrysler extracted a premium for these “EcoDiesel” trucks,
11 selling them for thousands of dollars more than the cost of otherwise-comparable gasoline trucks.

12 7. Contrary to its public representations, and concealed from consumers and
13 regulators alike, Fiat Chrysler secretly programmed its EcoDiesel® vehicles with hidden software
14 features that significantly reduced the effectiveness of the NOx reduction technology during real-
15 world driving conditions. As a result, the Subject Vehicles emitted harmful pollutants at levels that
16 were illegally high and far in excess of what a reasonable consumer would expect from an “Eco”
17 vehicle. Plaintiffs confirmed that the Subject Vehicles produced NOx emissions at an average of
18 222 mg/mile in city driving (four times the Federal Test Procedure (“FTP”) standard of 50
19 mg/mile) and 353 mg/mile in highway driving (five times higher than the U.S. highway standard
20 of 70 mg/mile). In many instances, NOx values were in excess of 1,600 mg/mile—*more than 20*
21 *times governmental standards.*

22 8. Compounding this problem is the interplay between performance and emissions in

⁴ *Id.* at ¶ 2.

1 diesel engines. Fiat Chrysler could not achieve the fuel economy and performance that it promises
 2 for the Subject Vehicles without cheating on emissions—a fact that it concealed from consumers
 3 around the country.

4 9. Fiat Chrysler did not act alone. At the heart of the diesel scandal is Bosch. Bosch
 5 GmbH and Bosch LLC, along with CEO Volkmar Denner (“Denner”), were active and knowing
 6 participants in the scheme. Bosch designed, created, and tested the electronic diesel control
 7 (“EDC”) units that allowed Fiat Chrysler to “pass” emission tests for its COC and EO applications.
 8 Bosch went so far as to boast that the “2014 Jeep Grand Cherokee features a Bosch emission
 9 system compliant with the most stringent emission regulations in the world. From fuel tank to
 10 tailpipe, Bosch is pleased to equip this vehicle with top technologies to give consumers a great
 11 driving experience requiring fewer stops at the pump.”⁵ Bosch has since, however, acknowledged
 12 its role in the creation of defeat devices in certain Fiat Chrysler diesel vehicles sold in the European
 13 Union (“EU”). VM Italy and VM America also knowingly participated in the scheme by designing,
 14 manufacturing, and calibrating the “EcoDiesel” engines in the Subject Vehicles.

15 10. On behalf of themselves, the Nationwide, and the respective State Plaintiffs,
 16 Plaintiffs hereby bring this action for violations of the federal Racketeer Influenced and Corrupt
 17 Organizations Act (18 U.S.C. § 1961, *et seq.* (“RICO”)); the federal Magnuson-Moss Warranty
 18 Act (15 U.S.C. § 2301, *et seq.* (“MMWA”)); common law fraud; and the consumer laws of all 50
 19 states and the District of Columbia.

20 11. Plaintiffs bring this action individually and on behalf of all other current and former

⁵ *Bosch Announces Clean Diesel Technology On 2014 Jeep Grand Cherokee*, PRNewswire (Jan.24,2013),<http://www.prnewswire.com/news-releases/bosch-announces-clean-diesel-technology-on-2014-jeep-grand-cherokee-188243051.html>;<http://us.bosch-press.com/tbwebdb/bosch-usa/enUS/PressText.cfm?CFID=61223175&CFTOKEN=a16399a1447f6b98-4B6F7D4B-A8E6-F415F31B16E0E13CB96A&nh=00&Search=0&id=532>

owners or lessees of the Subject Vehicles as defined herein. Plaintiffs seek a buyback program for the Subject Vehicles, monetary damages (including treble damages under RICO), pollution mitigation, business reforms, and injunctive and other equitable relief for Defendants' misconduct related to the design, manufacture, marketing, sale, and lease of the Subject Vehicles, as alleged in this Complaint. Plaintiffs are also entitled to a significant award of punitive or exemplary damages, given that Defendants deliberately deceived Plaintiffs, disregarded their rights to make free and informed consumer choices, damaged them economically, and used them as unwitting puppets in a scheme that impaired the public health for the financial betterment of Defendants.

PARTIES

I. DEFENDANTS

A. Fiat Chrysler Defendants

12. Defendant FCA US LLC ("FCA") is a Delaware limited liability company. Defendant Fiat Chrysler Automobiles N.V. ("Fiat" or, together with FCA, "Fiat Chrysler") is FCA's corporate parent. Fiat's predecessor, Fiat S.p.A., began its acquisition of FCA's predecessor, Chrysler Group LLC, in 2009 and completed it in January 2014, at which time Chrysler Group LLC became a wholly-owned indirect subsidiary of Fiat and was renamed FCA US LLC. FCA's principal place of business and headquarters is located at 1000 Chrysler Drive, Auburn Hills, Michigan 48326.

13. FCA is a motor vehicle manufacturer and a licensed distributor of new, previously untitled motor vehicles. FCA (like its predecessor, Chrysler) is one of the "Big Three" American automakers (with Ford and General Motors). FCA engages in commerce by distributing and selling new and unused passenger cars and motor vehicles under the Chrysler, Dodge, Jeep, Ram, and Fiat brands. Other major divisions of FCA include Mopar, its automotive parts and accessories division,

1 and SRT, its performance automobile division.

2 14. FCA has designed, manufactured, imported, distributed, offered for sale, sold, and
3 leased two models of vehicle for which the EcoDiesel® option is available—the Ram 1500 and
4 the Jeep Grand Cherokee—with the knowledge and intent to market, sell, and lease them in all 50
5 states, including California. Moreover, FCA and its agents designed, manufactured, marketed,
6 distributed, warranted, sold and leased the Subject Vehicles in California and throughout the
7 United States. Dealers act as FCA's agents in selling automobiles under the Fiat Chrysler name
8 and disseminating vehicle information provided by Fiat Chrysler to customers.

9 15. Fiat, the corporate parent of FCA, is a Dutch corporation headquartered in London,
10 United Kingdom. Fiat owns numerous European automotive brands in addition to FCA's
11 American brands, including Maserati, Alfa Romeo, Fiat Automobiles, Fiat Professional, Lancia,
12 and Abarth. As of 2015, Fiat Chrysler is the seventh largest automaker in the world by unit
13 production.

14 16. Subject to a reasonable opportunity for further investigation or discovery, Plaintiffs
15 allege that Fiat employees oversaw or were responsible for approving elements of design and/or
16 strategies related to emission compliance for the Subject Vehicles. Fiat also imported into the
17 United States, sold, offered for sale, introduced into commerce, or delivered the Subject Vehicles,
18 with the intent to market or sell them in all fifty states, including California.

19 17. Fiat Chrysler developed and disseminated the owners' manuals, warranty booklets,
20 product brochures, advertisements, and other promotional materials relating to the Subject
21 Vehicles, with the intent that such documents should be purposely distributed throughout all fifty
22 states, including California. Fiat Chrysler is engaged in interstate commerce, selling vehicles
23 through its network in every state of the United States.

1 18. Defendant **Sergio Marchionne** (“**Marchionne**”) was the CEO and Chairman of
 2 FCA, the CEO of Fiat, and the Chairman and/or CEO of several other Fiat subsidiaries, including
 3 FCA Italy S.p.A., the Italian subsidiary of Fiat headquartered in Turin, Italy at the time and,
 4 Michael Manley as his successor and current CEO. Since 2004, Mr. Marchionne was the CEO of
 5 Fiat S.p.A., the predecessor of Fiat, and thus, oversaw Fiat’s acquisition of both VM Motori and
 6 Chrysler Group LLC, the transformation to the current corporate structure, and the creation of
 7 FCA. Mr. Marchionne made numerous public statements on behalf of Fiat Chrysler concerning
 8 the Subject Vehicles, their EcoDiesel® engines, and their emissions and performance
 9 characteristics. In addition to managing and controlling FCA, Mr. Marchionne had a home in the
 10 United States, regularly transacted business in the United States, and regularly promoted Fiat
 11 Chrysler in the United States. Mr. Marchionne has since passed away and his successor is current
 12 CEO Michael Manley.

13 **B. VM Motori Defendants**

14 19. Fiat also owns several auto parts manufacturers, including Defendant **VM Motori**
 15 **S.p.A. (“VM Italy”)**, an Italian corporation headquartered in Cento, Italy, which designs and
 16 manufactures diesel engines for automobiles, including the Subject Vehicles. Fiat partially
 17 acquired VM Italy in early 2011 by purchasing a 50% stake, and took full ownership by acquiring
 18 the remaining 50% from General Motors in October 2013.

19 20. Defendant VM North America, Inc. (“VM America” or, together with VM Italy,
 20 “VM Motori”) is or was a Delaware corporation and wholly-owned subsidiary of Fiat. VM
 21 America existed, at all relevant times, to support VM Italy customers and activities in North
 22 America. VM America’s principal place of business is located at 1000 Chrysler Drive, Auburn
 23 Hills, Michigan 48326. Both VM Italy and VM America conduct business at that address and

1 report to management at both VM Italy and VM America, including while working on the Subject
2 Vehicles.

3 21. VM Italy transacts business in the United States. VM Italy employees have been
4 physically present in Auburn Hills, Michigan, while working on engine calibration and air
5 emissions issues related to the Subject Vehicles. Some VM America employees working in Auburn
6 Hills are also employees of VM Italy. VM Italy employees in Italy communicated regularly about
7 the Subject Vehicles with the VM America and VM Italy employees located in Auburn Hills. VM
8 Italy also communicated frequently with FCA about the Subject Vehicles.

9 22. VM Motori designed, manufactured, calibrated, and delivered the EcoDiesel®
10 engine system for inclusion in the Subject Vehicles, knowing and intending that the Subject
11 Vehicles, along with their engine system, would be marketed, distributed, warranted, sold and
12 leased throughout all 50 states, including California.

13 **C. Bosch Defendants**

14 23. Defendant **Robert Bosch GmbH (“Bosch GmbH”)**—a German multinational
15 engineering and electronics company headquartered in Gerlingen, Germany—is the parent
16 company of Defendant **Robert Bosch LLC (“Bosch LLC” or, with Bosch GmbH, “Bosch”)**, a
17 Delaware limited liability company with its principal place of business located at 38000 Hills Tech
18 Drive, Farmington Hills, Michigan 48331.

19 24. Both Bosch GmbH and Bosch LLC operate under the umbrella of the Bosch Group,
20 which encompasses some 340 subsidiaries and companies. Volkmar Denner (“Denner”) is the
21 Chairman and CEO of Bosch GmbH and leader of The Bosch Group. Denner has been Chairman
22 and CEO of Bosch since July 2012, after decades of working in Bosch’s Engine ECU Development
23 division, managing the development and sale of automotive engine computers, such as the EDC

1 units that were installed in the Subject Vehicles.

2 25. The Bosch Group is divided into four business sectors: Mobility Solutions
3 (formerly Automotive Technology), Industrial Technology, Consumer Goods, and Energy and
4 Building Technology. Bosch's sectors and divisions are grouped not by location, but by function.
5 In other words, Mobility Solutions includes knowledgeable individuals at both Bosch GmbH and
6 Bosch LLC. Regardless of whether an individual works for Bosch in Germany or the United States,
7 the employee holds him or herself out as working for Bosch. This collective identity is captured
8 by Bosch's mission statement: "We are Bosch," a unifying principle that links each entity and
9 person within the Bosch Group.

10 26. Mobility Solutions is the largest Bosch Group business sector. In 2014, the first
11 full year of Subject Vehicle sales, it generated sales of €33.3 billion, amounting to 68% of total
12 group sales.

13 27. The Bosch Group is one of the leading automotive suppliers globally. In 2015,
14 Mobility Solutions generated sales of \$9.5 billion in North America alone.

15 28. Bosch embeds sales and engineering personnel at customer offices and facilities
16 throughout the world, including automakers like Fiat Chrysler, to work directly on the design, sale,
17 calibration, and configuration of the parts it supplies.

18 29. Bosch operates 70 locations in the United States, with over 31,000 employees. One
19 of these locations is the Bosch LLC Research and Technology Center North America in Palo Alto,
20 California. One of Bosch's research focuses there is application-specific integrated circuit (ASIC)
21 design and MEMS (microelectromechanical-system) technology. These technologies are used in
22 a variety of automotive applications. Bosch LLC also operates Research and Technology Centers
23 in Pittsburgh, Pennsylvania, and Cambridge, Massachusetts.

Plaintiff - First Name	Plaintiff - Last Name	State of Residence	State of Purchase	Model Year	Make/Model
Michael Barton	Batman	IA	IA	2015	Dodge Ram 1500 EcoDiesel
Andrew	Rogers	CO	CO	2014	Jeep Grand Cherokee EcoDiesel
Andrew	Rogers	CO	KY	2014	Jeep Grand Cherokee EcoDiesel
Andrew	Steele	SC	SC	2015	Dodge Ram 1500 EcoDiesel
Andrew Curtis & Mimi Elizabeth	Reid	SC	OR	2016	Jeep Grand Cherokee EcoDiesel
Andy	Twork	MI	MI	2016	Dodge Ram 1500 EcoDiesel
Anne	Anderson	MN	MN	2015	Dodge Ram 1500 EcoDiesel
Arnold Construction Co., Inc.		NY	NY	2015	Dodge Ram 1500 EcoDiesel
Arturo	Nieves	VA	VA	2014	Dodge Ram 1500 EcoDiesel
Autry	Hall	AL	FL	2015	Dodge Ram 1500 EcoDiesel
Bert	Dodge	NY	NY	2014	Dodge Ram 1500 EcoDiesel
Bill	Bilicki	OH	OH	2015	Jeep Grand Cherokee EcoDiesel
Brad W.	Lines	AZ	NE	2016	Dodge Ram 1500 EcoDiesel
Brenda	Dokmonovich	NE	NE	2014	Dodge Ram 1500 EcoDiesel
Brent	Smith	MN	MI	2015	Dodge Ram 1500 EcoDiesel
Brent	Cole	TX	KS	2016	Dodge Ram 1500 EcoDiesel
Brian & Meredith	Quimby	KS	KS	2014	Dodge Ram 1500 EcoDiesel
Brian & Kim	Way	AR	AR	2015	Dodge Ram 1500 EcoDiesel
Brian	Barker	KS	KS	2016	Dodge Ram 1500 EcoDiesel
Brittney & Chad	Olsen	NE	NE	2015	Jeep Grand Cherokee EcoDiesel
Bruce	Bolen	KS	CO	2016	Dodge Ram 1500 EcoDiesel

Bruce	Carr	IL	IL	2016	Dodge Ram 1500 EcoDiesel
Bruce	Hassevoort	MI	MI	2015	Dodge Ram 1500 EcoDiesel
Bryan	Thompson	MI	MI	2016	Dodge Ram 1500 EcoDiesel
Camelo	Guzman	MI	MI	2015	Dodge Ram 1500 EcoDiesel
Carl	Davis	VA	VA	2016	Dodge Ram 1500 EcoDiesel
Casey	Sauerhage	IL	TN	2016	Dodge Ram 1500 EcoDiesel
Chad	Kaltenbach	SD	SD	2014	Dodge Ram 1500 EcoDiesel
Chad & Jennifer	Johnson	MN	MN	2016	Dodge Ram 1500 EcoDiesel
Changping	Wei	FL	FL	2016	Dodge Ram 1500 EcoDiesel
Charles	Foschini	FL	FL	2014	Jeep Grand Cherokee EcoDiesel
Terrance	Piper	PA	PA	2015	Jeep Grand Cherokee EcoDiesel
Chris	Samuelson	ND	IL	2015	Dodge Ram 1500 EcoDiesel
Huegerich Farms		IA	IA	2014	Dodge Ram 1500 EcoDiesel
Huegerich Farms		IA	IA	2016	Dodge Ram 1500 EcoDiesel
Christopher & Michelle	Guggemos	MN	MN	2015	Dodge Ram 1500 EcoDiesel
Christopher	Fehr	SC	SC	2014	Dodge Ram 1500 EcoDiesel
Clay	Cooper	OK	FL	2015	Jeep Grand Cherokee EcoDiesel
Heather	Aragon	NM	NM	2015	Dodge Ram 1500 EcoDiesel
Dan	Healy	WI	WI	2015	Dodge Ram 1500 EcoDiesel
Daniel	McMahon	MD	MD	2016	Dodge Ram 1500 EcoDiesel
Daniel	Smith	AZ	AZ	2016	Dodge Ram 1500 EcoDiesel
Danny	Hill	SC	SC	2014	Dodge Ram 1500 EcoDiesel
Danny	Farrell	NY	NY	2016	Dodge Ram 1500 EcoDiesel

Danny W	Harris II	MI	MI	2015	Jeep Grand Cherokee EcoDiesel
Dariusz	Kulon	IL	IL	2016	Dodge Ram 1500 EcoDiesel
Samantha Mountford & Darrin	Illges	VA	VA	2015	Jeep Grand Cherokee EcoDiesel
Samantha Mountford & Darrin	Illges	VA	VA	2015	Dodge Ram 1500 EcoDiesel
David	Mitchell	VA	VA	2016	Dodge Ram 1500 EcoDiesel
David	Scales	NJ	NJ	2015	Dodge Ram 1500 EcoDiesel
David	Duncan	NC	NC	2015	Dodge Ram 1500 EcoDiesel
David	Sexton	MO	MO	2014	Dodge Ram 1500 EcoDiesel
David A	Green	KY	KY	2015	Dodge Ram 1500 EcoDiesel
David S	Wergen	OR	ID	2016	Dodge Ram 1500 EcoDiesel
Deborah & Calvin	Stafford	TN	TN	2015	Jeep Grand Cherokee EcoDiesel
Deborah & Calvin	Stafford	TN	TN	2016	Dodge Ram 1500 EcoDiesel
Debra	Severson	MT	OK	2015	Dodge Ram 1500 EcoDiesel
Dennis	Tubridy	NY	NY	2015	Dodge Ram 1500 EcoDiesel
Derik	Fairchild	FL	AL	2015	Dodge Ram 1500 EcoDiesel
Derrick	Sullivan	MT	OR	2015	Dodge Ram 1500 EcoDiesel
Dominick	Bianchi	FL	FL	2016	Dodge Ram 1500 EcoDiesel
Don & Jackie	Walker	OK	OK	2015	Jeep Grand Cherokee EcoDiesel
Donald	Moore	NY	NY	2015	Dodge Ram 1500 EcoDiesel
Donald E. & Brenda S.	Keith	IL	IL	2014	Jeep Grand Cherokee EcoDiesel
Donald E. & Brenda S.	Keith	IL	IL	2016	Dodge Ram 1500 EcoDiesel
Donavin	Auld	NC	NC	2016	Dodge Ram 1500 EcoDiesel

Doug	Merrell	AZ	AZ	2015	Dodge Ram 1500 EcoDiesel
Douglas	Thoof	MN	MN	2015	Dodge Ram 1500 EcoDiesel
Douglas L.	Bay	CO	KS	2014	Dodge Ram 1500 EcoDiesel
Dozier Holton	Browning, III	FL	FL	2015	Dodge Ram 1500 EcoDiesel
Dustin E.	Grate	NV	NV	2015	Jeep Grand Cherokee EcoDiesel
Dylan	Dzuck	WA	WA	2016	Dodge Ram 1500 EcoDiesel
Edward	Dampf	IL	IL	2015	Dodge Ram 1500 EcoDiesel
Edward	Carrier	NH	NH	2015	Dodge Ram 1500 EcoDiesel
Eric	Becker	KS	KS	2015	Dodge Ram 1500 EcoDiesel
Eric	Busch	MO	MO	2014	Dodge Ram 1500 EcoDiesel
Erica L	Jeansonne	LA	LA	2014	Jeep Grand Cherokee EcoDiesel
Erick	Lore	NY	NY	2016	Dodge Ram 1500 EcoDiesel
Felix Orlando	Gonzales, Jr.	TX	NC	2015	Dodge Ram 1500 EcoDiesel
Frank & Lisa	Meyers	OR	OR	2016	Dodge Ram 1500 EcoDiesel
Gary	Wainwright	AR	AR	2015	Dodge Ram 1500 EcoDiesel
Gary	Huffman	KY	KY	2014	Dodge Ram 1500 EcoDiesel
Gary & Lauri	Rowland	WA	WA	2014	Dodge Ram 1500 EcoDiesel
Gary	Riddle	UT	UT	2015	Dodge Ram 1500 EcoDiesel
Gerry	Tassell	IL	IL	2014	Dodge Ram 1500 EcoDiesel
Greg	Long	KS	NE	2014	Dodge Ram 1500 EcoDiesel
Gregory	Erwin	OH	KY	2014	Dodge Ram 1500 EcoDiesel
Henry	Lawson	NY	NJ	2014	Dodge Ram 1500 EcoDiesel
Jack	London	MA	MA	2014	Jeep Grand Cherokee EcoDiesel

Lee Todd & Jackie	Terry	NC	NC	2015	Dodge Ram 1500 EcoDiesel
James	Steer Jr.	IA	IA	2014	Dodge Ram 1500 EcoDiesel
James	Lines	IA	IA	2015	Dodge Ram 1500 EcoDiesel
James	Bell	WI	LA	2016	Dodge Ram 1500 EcoDiesel
James	Fox	SC	NC	2014	Jeep Grand Cherokee EcoDiesel
James & Linda	Watkins	ID	KS	2015	Dodge Ram 1500 EcoDiesel
James	Newell	MO	MO	2015	Dodge Ram 1500 EcoDiesel
James H.	Chapman	MT	MT	2015	Jeep Grand Cherokee EcoDiesel
James	Emerson Jr	VA	VA	2016	Dodge Ram 1500 EcoDiesel
Jared	Korn	WI	WI	2015	Dodge Ram 1500 EcoDiesel
Jason	Downs	SC	SC	2015	Dodge Ram 1500 EcoDiesel
Jason	Fitzgerald	LA	LA	2016	Dodge Ram 1500 EcoDiesel
Jay	Printup	NY	NY	2014	Dodge Ram 1500 EcoDiesel
Jeff	Schoonover	CO	CO	2015	Dodge Ram 1500 EcoDiesel
Jeff	Weier	WI	WI	2014	Dodge Ram 1500 EcoDiesel
Jeffrey	Bax	MO	MO	2016	Dodge Ram 1500 EcoDiesel
Jeffrey S. & Brandon M.	Woodall	FL	FL	2015	Dodge Ram 1500 EcoDiesel
Jeffrey A.	Michener	PA	PA	2014	Dodge Ram 1500 EcoDiesel
Jeremy	Hornack	FL	FL	2014	Dodge Ram 1500 EcoDiesel
James	Zinda	MT	MT	2016	Dodge Ram 1500 EcoDiesel
Jimmy & Rene	Flippen	OK	OK	2016	Dodge Ram 1500 EcoDiesel
Joe	Laverdiere	IL	IL	2014	Dodge Ram 1500 EcoDiesel
John	Donohoe	NE	NE	2016	Dodge Ram 1500 EcoDiesel

John	Lazore	NY	NY	2016	Dodge Ram 1500 EcoDiesel
John	Lance	OK	OK	2015	Dodge Ram 1500 EcoDiesel
John	McGarry	NY	PA	2016	Dodge Ram 1500 EcoDiesel
John	Neumayer	FL	CT	2014	Jeep Grand Cherokee EcoDiesel
Jonathan	Proctor	PA	PA	2014	Dodge Ram 1500 EcoDiesel
Jordan	Turske	OH	OH	2016	Dodge Ram 1500 EcoDiesel
Jose	Mejia	NC	NC	2015	Dodge Ram 1500 EcoDiesel
Joseph	McCrumb	MI	MI	2016	Dodge Ram 1500 EcoDiesel
Joseph Hyte	Johnson	AZ	AZ	2015	Dodge Ram 1500 EcoDiesel
Josh	Turner	MI	MI	2015	Dodge Ram 1500 EcoDiesel
Joyce	Ciccone	NJ	NJ	2015	Dodge Ram 1500 EcoDiesel
Justin	Davis	AR	AR	2015	Dodge Ram 1500 EcoDiesel
Justin	Mays	KY	KY	2014	Dodge Ram 1500 EcoDiesel
Ken	Trousdale	CO	CO	2016	Dodge Ram 1500 EcoDiesel
Ken G.	Sharpe	PA	PA	2016	Dodge Ram 1500 EcoDiesel
Kenneth	Nunez	LA	LA	2016	Dodge Ram 1500 EcoDiesel
Kevin	Morrison	FL	FL	2015	Dodge Ram 1500 EcoDiesel
Kevin	Massey	AR	AR	2015	Dodge Ram 1500 EcoDiesel
Kim	Hall	NC	VA	2015	Dodge Ram 1500 EcoDiesel
Kimberly C.	Miller	OH	OH	2015	Jeep Grand Cherokee EcoDiesel
Kimela Anne.	Bryant	SC	SC	2016	Dodge Ram 1500 EcoDiesel
Kris A.	Shepherd	OR	ID	2015	Dodge Ram 1500 EcoDiesel
Lance	Popwell	LA	LA	2016	Dodge Ram 1500 EcoDiesel

Larry	Sosamon	IL	IL	2014	Dodge Ram 1500 EcoDiesel
Larry	Maxa	ID	ID	2016	Dodge Ram 1500 EcoDiesel
Lennard	Loupe	LA	LA	2014	Dodge Ram 1500 EcoDiesel
Leslie J.	Preston	CO	CO	2016	Dodge Ram 1500 EcoDiesel
Loren	Heideman	OR	OR	2015	Dodge Ram 1500 EcoDiesel
Louie	Romero	NM	NM	2015	Jeep Grand Cherokee EcoDiesel
Lucas	Lopez	TX	TX	2015	Jeep Grand Cherokee EcoDiesel
Luke	David	LA	LA	2015	Dodge Ram 1500 EcoDiesel
Marie & Verl	Robbins	UT	UT	2015	Jeep Grand Cherokee EcoDiesel
Mark	Seghetti d/b/a R&B Outdoors, Inc	OR	OR	2016	Dodge Ram 1500 EcoDiesel
Mark	Deemy	AZ	AZ	2014	Jeep Grand Cherokee EcoDiesel
Michael	Thomas	IL	IL	2015	Dodge Ram 1500 EcoDiesel
Michael	Balzhiser	NY	NY	2016	Dodge Ram 1500 EcoDiesel
Michael	DiVona	FL	FL	2015	Dodge Ram 1500 EcoDiesel
Michael	Janssen	MO	MO	2016	Dodge Ram 1500 EcoDiesel
Michael	Stuart	MO	MO	2014	Dodge Ram 1500 EcoDiesel
Mike	Stevens	SD	SD	2015	Dodge Ram 1500 EcoDiesel
Mike	Kolsch	NV	NV	2014	Dodge Ram 1500 EcoDiesel
Mike	Mccloskey	WA	WA	2015	Dodge Ram 1500 EcoDiesel
Mike	Blizinski	NY	NY	2015	Dodge Ram 1500 EcoDiesel
Mike	Doherty	NH	VT	2014	Dodge Ram 1500 EcoDiesel
Miklos	Toth	NV	ID	2015	Dodge Ram 1500 EcoDiesel

Monte Paul & Devera Jean	Oberlee	FL	MI	2014	Jeep Grand Cherokee EcoDiesel
Morgan	Green	PA	PA	2015	Dodge Ram 1500 EcoDiesel
Neil	Durrant	ID	ID	2016	Dodge Ram 1500 EcoDiesel
Paul	Kearney	WA	WA	2016	Dodge Ram 1500 EcoDiesel
Peter	Ammirati	NY	NJ	2016	Dodge Ram 1500 EcoDiesel
Peter	Vigue	MT	ID	2016	Dodge Ram 1500 EcoDiesel
Randal G. & Virginia K.	Henricks Smith	NV	NV	2015	Dodge Ram 1500 EcoDiesel
Randall S.	Holdaway	FL	FL	2015	Dodge Ram 1500 EcoDiesel
Randy	Peterson	IL	IL	2015	Dodge Ram 1500 EcoDiesel
Randy	Long	NV	NV	2014	Jeep Grand Cherokee EcoDiesel
Randy	Sturzenbecher	SD	SD	2014	Dodge Ram 1500 EcoDiesel
Randy & Angie	Reed	OK	OK	2015	Dodge Ram 1500 EcoDiesel
Ray	Falk	NY	NY	2014	Jeep Grand Cherokee EcoDiesel
Raymond L	White	KS	NH	2015	Dodge Ram 1500 EcoDiesel
Alan	Steyr	VA	VA	2016	Dodge Ram 1500 EcoDiesel
Rex	Hale	OK	OK	2015	Dodge Ram 1500 EcoDiesel
Richard	Bradley	TN	TN	2016	Dodge Ram 1500 EcoDiesel
Richard	Carr	FL	FL	2016	Dodge Ram 1500 EcoDiesel
Richard A.	Smith	KY	KY	2015	Dodge Ram 1500 EcoDiesel
Richard A.	Gange	WA	OR	2016	Dodge Ram 1500 EcoDiesel
Robert	Theser	OK	AR	2016	Dodge Ram 1500 EcoDiesel
Robert	Redman	OH	OH	2014	Dodge Ram 1500 EcoDiesel
Robert	Kroener	AZ	AZ	2015	Dodge Ram 1500 EcoDiesel

Robert	Graaf	MO	MO	2015	Dodge Ram 1500 EcoDiesel
Robert	Morris	KS	WI	2015	Dodge Ram 1500 EcoDiesel
Roberto	Berenguer-Serrano	FL	FL	2016	Dodge Ram 1500 EcoDiesel
William	Johnson	SC	SC	2014	Dodge Ram 1500 EcoDiesel
Ron Hayden & Ashley	Suran	OH	OH	2016	Dodge Ram 1500 EcoDiesel
Ryan	Holker	MN	MN	2015	Dodge Ram 1500 EcoDiesel
Ryan	Scott	OH	OH	2015	Dodge Ram 1500 EcoDiesel
Sara	Batchelor	MO	MO	2016	Jeep Grand Cherokee EcoDiesel
Scott	Franzel	MI	MI	2014	Dodge Ram 1500 EcoDiesel
Scott	Milne	WA	ID	2015	Dodge Ram 1500 EcoDiesel
Scott	Fick	PA	PA	2015	Dodge Ram 1500 EcoDiesel
Sean	Conran	CT	CT	2015	Dodge Ram 1500 EcoDiesel
Sean	Conran	CT	CT	2015	Dodge Ram 1500 EcoDiesel
Sherri	Collins	FL	FL	2015	Dodge Ram 1500 EcoDiesel
Slade D	Howell	AK	AK	2015	Dodge Ram 1500 EcoDiesel
Stephen	Swanson	FL	FL	2016	Dodge Ram 1500 EcoDiesel
Steve	Conklin	CO	CO	2014	Jeep Grand Cherokee EcoDiesel
Steven	Fitzgerald	FL	FL	2016	Dodge Ram 1500 EcoDiesel
Steven	Seaberg	VA	VA	2014	Dodge Ram 1500 EcoDiesel
Steven	Chauvin	FL	LA	2014	Dodge Ram 1500 EcoDiesel
Teaguer	Terrell	UT	UT	2014	Jeep Grand Cherokee EcoDiesel
Terri	Turnbull	IA	IA	2014	Jeep Grand Cherokee EcoDiesel
Thomas W.	Spalding	AZ	AZ	2015	Dodge Ram 1500 EcoDiesel

Thomas	Kosinski	TN	TN	2016	Dodge Ram 1500 EcoDiesel
Thomas J. & Gilbert T.	Madonna	PA	PA	2014	Dodge Ram 1500 EcoDiesel
Tim	Byrd	LA	LA	2016	Dodge Ram 1500 EcoDiesel
Tim	Ciampoli	MO	MO	2014	Dodge Ram 1500 EcoDiesel
Timothy P	Woodson	OK	OK	2016	Dodge Ram 1500 EcoDiesel
Todd	Barrios	LA	LA	2015	Dodge Ram 1500 EcoDiesel
Todd	Barrios	LA	LA	2014	Dodge Ram 1500 EcoDiesel
Thomas & Sherri	Catlin	IL	IL	2015	Jeep Grand Cherokee EcoDiesel
Tommy H	Brown	ID	ID	2016	Dodge Ram 1500 EcoDiesel
Wade J	Lackey	OK	OK	2015	Dodge Ram 1500 EcoDiesel
William	Padrick Jr.	FL	FL	2016	Dodge Ram 1500 EcoDiesel
William	Wheeler	NC	FL	2016	Dodge Ram 1500 EcoDiesel
Alan	Wright	TN	TN	2014	Dodge Ram 1500 EcoDiesel
Amy	Mccarthy	PA	MD	2015	Jeep Grand Cherokee EcoDiesel
Brandon Alexander	LeBrun	LA	LA	2015	Dodge Ram 1500 EcoDiesel
David	Meunier	VT	VT	2015	Dodge Ram 1500 EcoDiesel
Gary Luster & Phyllis Marie	Anderson	FL	MI	2014	Dodge Ram 1500 EcoDiesel
James	Mikles	AR	OH	2014	Jeep Grand Cherokee EcoDiesel
Jason	Trotter	OK	OK	2014	Jeep Grand Cherokee EcoDiesel
John	Stork	OK	IA	2015	Dodge Ram 1500 EcoDiesel
Matthew	Luckett	FL	FL	2014	Dodge Ram 1500 EcoDiesel
Russell and Joella	Tabaka	IL	IL	2016	Dodge Ram 1500 EcoDiesel
Stephen Joseph	Podolak	MD	PA	2016	Jeep Grand Cherokee EcoDiesel

Tony	Hutchison	OK	OK	2015	Dodge Ram 1500 EcoDiesel
William	Akins	CO	CO	2014	Jeep Grand Cherokee EcoDiesel
Andrew	Thomas	NC	NC	2014	Jeep Grand Cherokee EcoDiesel
Angelo	Huerta	OK	OK	2016	Dodge Ram 1500 EcoDiesel
Bill	Plagianakos	PA	SC	2015	Dodge Ram 1500 EcoDiesel
Brent	Burton	MT	ND	2014	Dodge Ram 1500 EcoDiesel
Brent	Burton	MT	ND	2014	Dodge Ram 1500 EcoDiesel
Brian	Ashworth	FL	FL	2016	Dodge Ram 1500 EcoDiesel
Brian J.	Delaney	NV	NV	2015	Dodge Ram 1500 EcoDiesel
Brian	Kicak	GA	GA	2014	Dodge Ram 1500 EcoDiesel
Brian	Lewandowski	WI	WI	2015	Dodge Ram 1500 EcoDiesel
Brooks H.	Moore	MO	MO	2014	Jeep Grand Cherokee EcoDiesel
Carl	Barber	OH	OH	2015	Dodge Ram 1500 EcoDiesel
Chad James	Carter	IA	IA	2015	Dodge Ram 1500 EcoDiesel
Chad	Koep	MN	SD	2014	Dodge Ram 1500 EcoDiesel
Chad	Koep	MN	SD	2015	Dodge Ram 1500 EcoDiesel
Charles	Lauziere	NJ	NJ	2014	Dodge Ram 1500 EcoDiesel
Charles	Piazza	IL	IL	2014	Dodge Ram 1500 EcoDiesel
Chuck	McClaugherty	OR	WA	2015	Dodge Ram 1500 EcoDiesel
Daniel & Traci	Ramsey	KY	OH	2014	Dodge Ram 1500 EcoDiesel
Daniel & Laura	Zamora	OR	OR	2016	Dodge Ram 1500 EcoDiesel
Dean	Allmon	FL	FL	2015	Dodge Ram 1500 EcoDiesel
Derrick	Jack	MO	MO	2015	Dodge Ram 1500 EcoDiesel

Don	Lange	NY	NY	2015	Jeep Grand Cherokee EcoDiesel
Eric	Vera	NE	NE	2016	Dodge Ram 1500 EcoDiesel
Gilder L.	Whitlock	FL	FL	2015	Dodge Ram 1500 EcoDiesel
Gordon	Shrader	NE	AZ	2016	Dodge Ram 1500 EcoDiesel
Greg	Griebel	WI	WI	2015	Dodge Ram 1500 EcoDiesel
Greg	Shea	KY	KY	2016	Dodge Ram 1500 EcoDiesel
Gregory B.	Fenstermaker	NY	PA	2015	Dodge Ram 1500 EcoDiesel
Harold Joseph	Piele	NV	NV	2016	Dodge Ram 1500 EcoDiesel
Janie Kennedy	Pooler	LA	LA	2016	Dodge Ram 1500 EcoDiesel
Jeff	Kays	OK	OK	2015	Dodge Ram 1500 EcoDiesel
Jim	Heiser	IL	IL	2015	Dodge Ram 1500 EcoDiesel
Jody L. & Cindy L.	Danielson	WV	WV	2014	Jeep Grand Cherokee EcoDiesel
Joe	Elco	NY	NY	2015	Dodge Ram 1500 EcoDiesel
Jon	Elsasser	SD	SD	2015	Dodge Ram 1500 EcoDiesel
Josh	Francis	IL	MO	2015	Dodge Ram 1500 EcoDiesel
K.C	Moore	KS	KS	2014	Jeep Grand Cherokee EcoDiesel
Kenyon	Shephard	CO	CO	2016	Dodge Ram 1500 EcoDiesel
Kurtis J.	Melin	SC	NC	2016	Dodge Ram 1500 EcoDiesel
Larry	Brown	MO	MO	2014	Dodge Ram 1500 EcoDiesel
Lauren	Steff	NY	NY	2016	Dodge Ram 1500 EcoDiesel
Laurence	Carroll	MT	MT	2016	Jeep Grand Cherokee EcoDiesel
Levent	Altunova	MT	MT	2015	Dodge Ram 1500 EcoDiesel
Levi	Kimsey	AR	AR	2016	Dodge Ram 1500 EcoDiesel

Lloyd	Howard	OK	OK	2015	Dodge Ram 1500 EcoDiesel
Marc	Hopton	OH	OH	2016	Dodge Ram 1500 EcoDiesel
Matt	Buck	IL	IL	2015	Dodge Ram 1500 EcoDiesel
Michael	Boales	AZ	AZ	2015	Dodge Ram 1500 EcoDiesel
Mike	Morrison	OH	OH	2015	Dodge Ram 1500 EcoDiesel
Michael	Sherfey	VA	VA	2014	Jeep Grand Cherokee EcoDiesel
Nicky D.	Herrington	FL	FL	2016	Dodge Ram 1500 EcoDiesel
Norbert	Kucharek	NY	NY	2015	Jeep Grand Cherokee EcoDiesel
Patti & Robert	Fobia	PA	PA	2016	Dodge Ram 1500 EcoDiesel
Peter	Cacoperdo	FL	FL	2016	Dodge Ram 1500 EcoDiesel
Peter	Cacoperdo	FL	NY	2015	Dodge Ram 1500 EcoDiesel
Ray	Falk	NY	NY	2014	Dodge Ram 1500 EcoDiesel
Robert	Allen	FL	FL	2015	Dodge Ram 1500 EcoDiesel
Robert & Carol J.	Anderson	WI	SD	2014	Jeep Grand Cherokee EcoDiesel
Robert	Peck	NV	NV	2016	Jeep Grand Cherokee EcoDiesel
Robert	Yakimchick	MI	MI	2014	Dodge Ram 1500 EcoDiesel
Robert J	Phillips	NV	UT	2015	Dodge Ram 1500 EcoDiesel
Ronald Malcolm	Macdonald	FL	FL	2016	Dodge Ram 1500 EcoDiesel
Samuel D.	Gross	AZ	AZ	2016	Dodge Ram 1500 EcoDiesel
Timothy	Rosenberg	NY	NY	2014	Dodge Ram 1500 EcoDiesel
Todd	Bierk	MO	MO	2016	Dodge Ram 1500 EcoDiesel
Tony S.	Conley	KY	KY	2014	Dodge Ram 1500 EcoDiesel
Stephen	Cimilluca	NY	NY	2016	Dodge Ram 1500 EcoDiesel

Donald	Wacek	OR	OR	2015	Jeep Grand Cherokee EcoDiesel
Marvin	Rambel	AZ	AZ	2016	Dodge Ram 1500 EcoDiesel
Ernest	Hodgdon	FL	FL	2014	Dodge Ram 1500 EcoDiesel
Jeffrey	Greenwood	FL	FL	2015	Dodge Ram 1500 EcoDiesel
Jared	Nagel	WI	WI	2014	Dodge Ram 1500 EcoDiesel
Brandon	Crookes	FL	FL	2014	Dodge Ram 1500 EcoDiesel
Robert	Bell	FL	FL	2016	Dodge Ram 1500 EcoDiesel
Kilo & Natalie	Varble	ID	ID	2016	Dodge Ram 1500 EcoDiesel
Steve	Young d/b/a Wrecker One	OH	OH	2015	Dodge Ram 1500 EcoDiesel
Jeff & Terri	Robinson	MO	TN	2015	Dodge Ram 1500 EcoDiesel
Patrick Hair & Angelica	Eller	SC	SC	2015	Jeep Grand Cherokee EcoDiesel
Harry Arthur	Potter	NC	NC	2015	Dodge Ram 1500 EcoDiesel
Nathan	Baisley	FL	FL	2015	Dodge Ram 1500 EcoDiesel
Ronald Malcolm	MacDonald	FL	FL	2014	Dodge Ram 1500 EcoDiesel
Nick	Butters	UT	UT	2016	Dodge Ram 1500 EcoDiesel
Geirge S	Leblanc	LA	LA	2014	Jeep Grand Cherokee EcoDiesel
Roy	McKenney	DE	DE	2014	Dodge Ram 1500 EcoDiesel
Timothy	Shanks	IA	IA	2016	Dodge Ram 1500 EcoDiesel
Judy & Roland	Simmons	FL	FL	2016	Dodge Ram 1500 EcoDiesel
Rick	Bunch	NV	NV	2014	Dodge Ram 1500 EcoDiesel
Richard	Rausch	IA	IA	2015	Dodge Ram 1500 EcoDiesel
Alfred	Herrera	CO	CO	2015	Dodge Ram 1500 EcoDiesel
Nathan Dakota	Hale	TN	TN	2015	Dodge Ram 1500 EcoDiesel

Troy	Zapara	AZ	HI	2014	Dodge Ram 1500 EcoDiesel
Anthony	Stockdale	PA	PA	2014	Dodge Ram 1500 EcoDiesel
Cody	Langlois	CT	CT	2014	Dodge Ram 1500 EcoDiesel
Donald & Linda	Lamson	WA	WA	2016	Dodge Ram 1500 EcoDiesel
Noel	Vazquez	CO	CO	2016	Dodge Ram 1500 EcoDiesel
Russell	Grieff	PA	PA	2015	Dodge Ram 1500 EcoDiesel
Blenda	Bowman	TN	TN	2015	Dodge Ram 1500 EcoDiesel
James Johnson & Michael	Bolton	NY	NY	2014	Dodge Ram 1500 EcoDiesel
Howard James	Garel	UT	CO	2014	Jeep Grand Cherokee EcoDiesel
Jason	VanLoo	MO	MO	2016	Dodge Ram 1500 EcoDiesel
Gerald & Sharon	Parker	FL	FL	2015	Dodge Ram 1500 EcoDiesel
Jimmy	Steen	FL	FL	2016	Dodge Ram 1500 EcoDiesel
Jason	Reigelsperger	OH	OH	2016	Dodge Ram 1500 EcoDiesel
Joey Lea & Mark	McVane	OR	ID	2016	Dodge Ram 1500 EcoDiesel
Jason	Mull	CO	ID	2015	Dodge Ram 1500 EcoDiesel
John A	Barone	NY	NY	2014	Dodge Ram 1500 EcoDiesel
Steven Phillip & Pamela Fulford	Krol	NC	NC	2016	Dodge Ram 1500 EcoDiesel
Jared Watson & Lisa	Tadd	MT	MT	2014	Dodge Ram 1500 EcoDiesel
Dean	Beck	NE	NE	2015	Dodge Ram 1500 EcoDiesel
Alex	Lopez	ID	NV	2015	Dodge Ram 1500 EcoDiesel
Steven M	Pender	FL	FL	2015	Dodge Ram 1500 EcoDiesel
John	Meech	LA	LA	2014	Dodge Ram 1500 EcoDiesel
Christopher & Jacob	Brown	MI	MI	2016	Dodge Ram 1500 EcoDiesel

Al	Schellinger	WI	WI	2015	Dodge Ram 1500 EcoDiesel
Jeffery	Weislocher	MO	MO	2014	Dodge Ram 1500 EcoDiesel
Jorge	Villarreal	CO	CO	2014	Jeep Grand Cherokee EcoDiesel
Jorge	Villarreal	CO	CO	2015	Dodge Ram 1500 EcoDiesel
Angela	Christensen	AK	AK	2014	Dodge Ram 1500 EcoDiesel
Robert & Reena	Carnes	WA	WA	2016	Dodge Ram 1500 EcoDiesel
Sarah	Miller	PA	PA	2016	Dodge Ram 1500 EcoDiesel
Robert	Wasilchuk	NV	NV	2015	Dodge Ram 1500 EcoDiesel
Janelle & Bryan	Wiggins	FL	FL	2014	Jeep Grand Cherokee EcoDiesel
Benjamin D.	Crifasi Jr	LA	LA	2016	Dodge Ram 1500 EcoDiesel
Ray	Reynolds	NC	NC	2015	Dodge Ram 1500 EcoDiesel
Allen Keith	Peacock	FL	FL	2016	Dodge Ram 1500 EcoDiesel
Clinton T.	McKinney	ND	ND	2014	Dodge Ram 1500 EcoDiesel
George	Anthony	PA	PA	2016	Jeep Grand Cherokee EcoDiesel
Patrick	Diggin	SC	NC	2015	Dodge Ram 1500 EcoDiesel
Scott	Jones	SD	ID	2016	Dodge Ram 1500 EcoDiesel
Elizabeth & Bryce	Godwin	LA	LA	2016	Dodge Ram 1500 EcoDiesel
Larry & Daina	Wilhelm	AR	AR	2015	Dodge Ram 1500 EcoDiesel
Harlan	Latusek	MN	MN	2014	Dodge Ram 1500 EcoDiesel
Harlan	Latusek	MN	MN	2016	Dodge Ram 1500 EcoDiesel
Joe	Castro	CO	CO	2015	Dodge Ram 1500 EcoDiesel
Ken	Kroschel	CO	CO	2015	Dodge Ram 1500 EcoDiesel
Robert W.	Ford	CT	CT	2015	Dodge Ram 1500 EcoDiesel

Thomas Goodyke & Julie Bowers	Goodyke	MI	MI	2014	Jeep Grand Cherokee EcoDiesel
Rick	Nash	WA	ID	2016	Dodge Ram 1500 EcoDiesel
Healther & Lewis	Cleaver	KY	KY	2014	Dodge Ram 1500 EcoDiesel
Sergey	Oleynik	WA	WA	2016	Dodge Ram 1500 EcoDiesel
Emile J.	LaPointe	LA	LA	2016	Dodge Ram 1500 EcoDiesel
Brad & Kelli	Erickson	WA	OR	2016	Dodge Ram 1500 EcoDiesel
Gabriel M	Haugland	IA	IA	2015	Dodge Ram 1500 EcoDiesel
Ralph	Coers	WA	WA	2015	Dodge Ram 1500 EcoDiesel
Gary & Tracy	McKeever	OK	OK	2016	Dodge Ram 1500 EcoDiesel
Wendell	Espeland	KS	MO	2016	Dodge Ram 1500 EcoDiesel
Jason & Natalie	Ysker	MN	MN	2014	Jeep Grand Cherokee EcoDiesel
Anthony	Barbato	NY	MD	2015	Jeep Grand Cherokee EcoDiesel
Myron & Linda	Billiot	LA	LA	2015	Dodge Ram 1500 EcoDiesel
Ben	Doney	OR	OR	2016	Dodge Ram 1500 EcoDiesel
Thurman & Rose	Dickey	AZ	AZ	2016	Dodge Ram 1500 EcoDiesel
Angeline & Stephen	Connaghan	PA	PA	2015	Dodge Ram 1500 EcoDiesel
Jacob	Herron	NM	OK	2016	Dodge Ram 1500 EcoDiesel
Dion	Kampa	WI	WI	2016	Dodge Ram 1500 EcoDiesel
Osvaldo	Romero	FL	FL	2015	Dodge Ram 1500 EcoDiesel
Matthew	Deavers	SC	SC	2016	Dodge Ram 1500 EcoDiesel
Duane	Gleason	PA	PA	2015	Dodge Ram 1500 EcoDiesel
Robert	Elie	FL	FL	2014	Dodge Ram 1500 EcoDiesel
Jerry	Martin	KY	KY	2014	Dodge Ram 1500 EcoDiesel

Billy & Joseph	Welch	AR	AR	2015	Dodge Ram 1500 EcoDiesel
Manuel & Michael	Gonzalez	FL	FL	2015	Jeep Grand Cherokee EcoDiesel
Christopher	Vigil	TN	TN	2014	Dodge Ram 1500 EcoDiesel
Michael	Carrano	NJ	NJ	2015	Dodge Ram 1500 EcoDiesel
John T.	Nickel	KS	KS	2016	Dodge Ram 1500 EcoDiesel
Susan	Burkland	PA	PA	2014	Dodge Ram 1500 EcoDiesel
Christofer	Askervold	FL	FL	2015	Dodge Ram 1500 EcoDiesel
Gus	Demetriades	NC	NC	2014	Jeep Grand Cherokee EcoDiesel
Paul Webster	Messner, Jr.	MI	MI	2015	Dodge Ram 1500 EcoDiesel
Scott	Platko	OR	OR	2016	Dodge Ram 1500 EcoDiesel
Cody P.	Privette	MN	MN	2014	Dodge Ram 1500 EcoDiesel
Brent	Burton	LA	LA	2014	Dodge Ram 1500 EcoDiesel
Randy	Tomlinson	MT	LA	2015	Dodge Ram 1500 EcoDiesel
Roger	Hinton	KS	MO	2016	Dodge Ram 1500 EcoDiesel
Roger	Hinton	KS	MO	2014	Dodge Ram 1500 EcoDiesel
Gabriel & Audrey	McConnell	IA	IA	2016	Dodge Ram 1500 EcoDiesel
Kyle Schmitting & Kamile	Kevliciute	NC	NC	2014	Jeep Grand Cherokee EcoDiesel
William J.	Hoak, III	NY	NY	2015	Dodge Ram 1500 EcoDiesel
Scott	McCrea	OH	OH	2014	Dodge Ram 1500 EcoDiesel
Carl	Lachance	NC	NC	2015	Dodge Ram 1500 EcoDiesel
Sean	Condry	MO	MO	2015	Dodge Ram 1500 EcoDiesel
Ronda	Stratton	OH	OH	2015	Jeep Grand Cherokee EcoDiesel
James	Hadley	IL	IL	2015	Dodge Ram 1500 EcoDiesel

Bo-Michael M.	Apele	WA	WA	2015	Jeep Grand Cherokee EcoDiesel
Bo-Michael M.	Apele	WA	WA	2014	Dodge Ram 1500 EcoDiesel
John Rory	Carreon	AZ	AZ	2015	Jeep Grand Cherokee EcoDiesel
Arturo	Torres	NV	NV	2014	Jeep Grand Cherokee EcoDiesel
Brian	Ellis	NC	NC	2015	Dodge Ram 1500 EcoDiesel
Douglas	Mettenburg	AR	AR	2016	Dodge Ram 1500 EcoDiesel
Michael Shane	Williams	MD	MD	2014	Dodge Ram 1500 EcoDiesel
Donald	Scales	NY	NY	2016	Dodge Ram 1500 EcoDiesel
Lucky	Easley	KY	KY	2015	Dodge Ram 1500 EcoDiesel
Erik	Angelo	AZ	AZ	2016	Dodge Ram 1500 EcoDiesel
David & Gisela	Martinez	FL	FL	2015	Dodge Ram 1500 EcoDiesel
Brad	Robertson	WA	WA	2015	Dodge Ram 1500 EcoDiesel
Alan	Sjoberg	MI	MI	2014	Dodge Ram 1500 EcoDiesel
Bastian	Schroder	NJ	WI	2014	Jeep Grand Cherokee EcoDiesel
Bruce & Vickie	Sulc	VA	NC	2015	Dodge Ram 1500 EcoDiesel
Steven James	Rust	LA	LA	2014	Dodge Ram 1500 EcoDiesel
Michael	Gides	CO	CO	2015	Dodge Ram 1500 EcoDiesel
Richard	Watters	MI	MI	2014	Dodge Ram 1500 EcoDiesel
Donald	Long	IL	IL	2015	Dodge Ram 1500 EcoDiesel
Timothy	Leathers	FL	FL	2015	Dodge Ram 1500 EcoDiesel
Steven G	Parnitzke	WI	WI	2014	Jeep Grand Cherokee EcoDiesel
Joseph	Dick-Griffith	FL	TN	2014	Jeep Grand Cherokee EcoDiesel
Lee & Inna	Halpert	PA	PA	2016	Dodge Ram 1500 EcoDiesel

Derick	Gurney	NY	OR	2014	Dodge Ram 1500 EcoDiesel
David	Kizzia	AR	AR	2016	Dodge Ram 1500 EcoDiesel
Sean	Perryman	IA	IA	2015	Dodge Ram 1500 EcoDiesel
Jose	Mercado	NY	UT	2015	Dodge Ram 1500 EcoDiesel
Debra Ann	Guderjahn	MT	ND	2014	Dodge Ram 1500 EcoDiesel
Tyrone & April	Malambri	NC	NY	2014	Dodge Ram 1500 EcoDiesel
Dean	Kohanyi	PA	PA	2014	Dodge Ram 1500 EcoDiesel
Michael James	Wolbert	ND	ND	2016	Dodge Ram 1500 EcoDiesel
Steve E. & Sheryl	Ridenour	OK	OK	2014	Jeep Grand Cherokee EcoDiesel
Mark	Warren	MO	MO	2014	Jeep Grand Cherokee EcoDiesel
Ken	Hauck	MO	MO	2015	Jeep Grand Cherokee EcoDiesel
Kent	Gibbons	IA	IA	2015	Dodge Ram 1500 EcoDiesel
Matthew	Litterell	OK	OK	2016	Dodge Ram 1500 EcoDiesel
Glenn	Stahl	WI	WI	2015	Dodge Ram 1500 EcoDiesel
David	Coop	CO	CO	2014	Dodge Ram 1500 EcoDiesel
Larry	Brown	MO	MO	2014	Dodge Ram 1500 EcoDiesel
Jeff	Mely	LA	LA	2016	Dodge Ram 1500 EcoDiesel
Brett	Wayne	KY	KY	2015	Dodge Ram 1500 EcoDiesel
Michael & Deborah	Eilert	KS	KS	2016	Dodge Ram 1500 EcoDiesel
Diane & Larry	Wilhelm	AR	AR	2015	Dodge Ram 1500 EcoDiesel
Mark & Lucretta	Kinder	MO	MO	2015	Dodge Ram 1500 EcoDiesel
Heath	Minyard	AR	AR	2015	Dodge Ram 1500 EcoDiesel
Nathan	Townsend	TN	TN	2015	Dodge Ram 1500 EcoDiesel

Martin	Mannion	FL	FL	2015	Dodge Ram 1500 EcoDiesel
Lisa Marie	Murphy	MN	NE	2014	Dodge Ram 1500 EcoDiesel
Clinton	Moxey	NV	NV	2016	Dodge Ram 1500 EcoDiesel
Marko	Seget	SC	OH	2015	Dodge Ram 1500 EcoDiesel
William	Coleman	MI	MI	2015	Dodge Ram 1500 EcoDiesel
Donald	Harrell	NC	NC	2016	Dodge Ram 1500 EcoDiesel
Kim	Watson	OK	OK	2015	Dodge Ram 1500 EcoDiesel
Jamie A.	Walker	WI	WI	2016	Dodge Ram 1500 EcoDiesel
Cale & Jami	Duerstein	WI	TN	2016	Dodge Ram 1500 EcoDiesel
Kevin	Keefer	VA	VA	2016	Jeep Grand Cherokee EcoDiesel
Stephanie	Cromley	NJ	NJ	2014	Jeep Grand Cherokee EcoDiesel
Matthew	Dean	WA	WA	2014	Dodge Ram 1500 EcoDiesel
Amy & David	Campbell	MN	WI	2016	Dodge Ram 1500 EcoDiesel
Alvin	McCoy	ID	ID	2016	Dodge Ram 1500 EcoDiesel
Robert	Morris	UT	UT	2015	Dodge Ram 1500 EcoDiesel
Robert	Morris	UT	UT	2016	Dodge Ram 1500 EcoDiesel
Robert	Morris	UT	UT	2014	Dodge Ram 1500 EcoDiesel
Kevin	Ruehle	NJ	NJ	2016	Dodge Ram 1500 EcoDiesel
Kevin	Crew	AL	AL	2015	Dodge Ram 1500 EcoDiesel
John	Corbin	AL	AL	2015	Dodge Ram 1500 EcoDiesel
Robert	Mayer	AL	MS	2015	Dodge Ram 1500 EcoDiesel
Robert	Southern	AL	AL	2015	Dodge Ram 1500 EcoDiesel
Micah	Hill	AL	GA	2014	Dodge Ram 1500 EcoDiesel

James	Washington	AL	AL	2015	Dodge Ram 1500 EcoDiesel
Quinn	Breland	AL	AL	2015	Dodge Ram 1500 EcoDiesel
Mike	Shelton	AL	TN	2014	Jeep Grand Cherokee EcoDiesel
Greg	Cain	AL	NC	2016	Dodge Ram 1500 EcoDiesel
Randal	Stephens	AL	AL	2015	Dodge Ram 1500 EcoDiesel
Alonzo Thomas	Stone	FL	AL	2016	Dodge Ram 1500 EcoDiesel
Tyler	Bridgeman	AL	NC	2016	Dodge Ram 1500 EcoDiesel
Jimmy	Yeager	MS	MS	2014	Dodge Ram 1500 EcoDiesel
Scott	Langley	MS	MS	2016	Dodge Ram 1500 EcoDiesel
Chris	Breaux	MS	TX	2015	Dodge Ram 1500 EcoDiesel
Curtis and Debbie	McDaniel	MS	MS	2015	Dodge Ram 1500 EcoDiesel
Tammy	Frazier	MS	MS	2015	Dodge Ram 1500 EcoDiesel
Bobby	Wallace	MS	MS	2014	Dodge Ram 1500 EcoDiesel
Clifton	Bailey	MS	MS	2016	Dodge Ram 1500 EcoDiesel
Edward	Jones	MO	MO	2016	Dodge Ram 1500 EcoDiesel
Roger T.	Ingram	MS	MS	2015	Dodge Ram 1500 EcoDiesel
Greg	Gaskins	TN	MS	2014	Dodge Ram 1500 EcoDiesel
Christopher	Bond	MS	FL	2015	Dodge Ram 1500 EcoDiesel
Beaux	Martin	LA	MS	2014	Jeep Grand Cherokee EcoDiesel
Jeffrey	Cook	WV	VA	2015	Dodge Ram 1500 EcoDiesel
Gregory	Burnette, D.O.	WV	WV	2015	Jeep Grand Cherokee EcoDiesel
Thomas	Taylor	WV	WV	2014	Dodge Ram 1500 EcoDiesel
Dustin	Louden	WV	WV	2016	Dodge Ram 1500 EcoDiesel

Jerry	Barnett	WV	NJ	2015	Dodge Ram 1500 EcoDiesel
Brianna	Clay	WV	WV	2014	Dodge Ram 1500 EcoDiesel
Roger	Workman	WV	WV	2014	Jeep Grand Cherokee EcoDiesel
Sage	Seifert	WV	WV	2015	Dodge Ram 1500 EcoDiesel
Brandon	Saddler	WV	VA	2014	Dodge Ram 1500 EcoDiesel
Mike	Rumney	WV	PA	2015	Dodge Ram 1500 EcoDiesel
Jody L. & Cindy L.	Danielson	WV	WV	2014	Jeep Grand Cherokee EcoDiesel
Emily K	Blankenship	WV	OH	2014	Jeep Grand Cherokee EcoDiesel
Jackie Lynn	Clark, Jr.	WV	WV	2015	Dodge Ram 1500 EcoDiesel
Roy	Jones	WV	WV	2016	Dodge Ram 1500 EcoDiesel
James	Slone	WV	NC	2016	Dodge Ram 1500 EcoDiesel
Jason	Royer	WY	WY	2015	Dodge Ram 1500 EcoDiesel
Beverley Gayle	VanArkel	WY	ID	2015	Jeep Grand Cherokee EcoDiesel
James B.	Valliere	WY	WY	2015	Dodge Ram 1500 EcoDiesel
Anthony	Knezovich	WY	WY	2015	Dodge Ram 1500 EcoDiesel
Rick	Stone	WY	ID	2016	Dodge Ram 1500 EcoDiesel
Rick	Stone	WY	ID	2015	Dodge Ram 1500 EcoDiesel
Calvin	Taylor	WY	WY	2015	Dodge Ram 1500 EcoDiesel
Wayne and Becky	Bennett	WY	WY	2014	Dodge Ram 1500 EcoDiesel
Allen	Wallis	OK	OK	2015	Dodge Ram 1500 EcoDiesel
Jack	Pudzis	IL	IL	2014	Dodge Ram 1500 EcoDiesel
Roland	Marsh	NJ	NJ	2015	Dodge Ram 1500 EcoDiesel
Dawn & James	McDonald	MO	MO	2015	Dodge Ram 1500 EcoDiesel

Christopher	Rivera	WI	WI	2014	Dodge Ram 1500 EcoDiesel
Kent	Hall	TN	TN	2015	Dodge Ram 1500 EcoDiesel
Marcus Aaron	Hemsley	MD	NY	2014	Dodge Ram 1500 EcoDiesel
Richard & Carol	Huff	ID	AZ	2014	Dodge Ram 1500 EcoDiesel
Kyle M	Griffey	AZ	AZ	2015	Dodge Ram 1500 EcoDiesel
Calvin D.	Burrus III	NC	NC	2015	Dodge Ram 1500 EcoDiesel
Scott	Banks	NV	NV	2016	Dodge Ram 1500 EcoDiesel
Michael Shaak & Susie	Patterson	ID	ID	2015	Dodge Ram 1500 EcoDiesel
Frank	Fernandez	NY	NY	2015	Dodge Ram 1500 EcoDiesel
Joshua	Wilson	MO	MO	2014	Jeep Grand Cherokee EcoDiesel
LaVerne	Brace	NY	NY	2015	Jeep Grand Cherokee EcoDiesel
Dennis	Begin	RI	RI	2015	Dodge Ram 1500 EcoDiesel
John & Shirley	Hecker	OH	OH	2016	Dodge Ram 1500 EcoDiesel
Donald Raymond	Dixon	IA	IA	2014	Dodge Ram 1500 EcoDiesel
Ricardo C. & Michelle	Calla	PA	PA	2015	Dodge Ram 1500 EcoDiesel
Travis Ray	Burwell	PA	PA	2016	Dodge Ram 1500 EcoDiesel
Kasey & Ashley	Knutson	CO	CO	2015	Dodge Ram 1500 EcoDiesel
Mark Edward	Harrell	FL	FL	2015	Dodge Ram 1500 EcoDiesel
Colton Warren	Shannon	OR	OR	2015	Dodge Ram 1500 EcoDiesel
Steven	Leonard	MN	MN	2014	Dodge Ram 1500 EcoDiesel
Leslie	Swartz	NE	NE	2014	Jeep Grand Cherokee EcoDiesel
Nicholas F	Baglio	NY	NY	2015	Dodge Ram 1500 EcoDiesel
Ryan	Allred	AR	AR	2016	Dodge Ram 1500 EcoDiesel

Zachary M	Marsico	NJ	NJ	2015	Dodge Ram 1500 EcoDiesel
Pat	Breitbach	MT	MT	2016	Dodge Ram 1500 EcoDiesel
Leslie	Swartz	NE	NE	2015	Dodge Ram 1500 EcoDiesel
David K.	Schoengart	KY	KY	2016	Dodge Ram 1500 EcoDiesel
Jason	Sullivan	NC	NH	2016	Dodge Ram 1500 EcoDiesel
Thang	Nguyen	AZ	AZ	2015	Dodge Ram 1500 EcoDiesel
Zachary	Gordon	OH	OH	2016	Dodge Ram 1500 EcoDiesel
Joe R.	Jones	AL	LA	2015	Dodge Ram 1500 EcoDiesel
Jeffrey A	Stracensky	OH	OH	2016	Dodge Ram 1500 EcoDiesel
David Irwin	Antokal	VA	VA	2015	Jeep Grand Cherokee EcoDiesel
Terry	Hargis	AZ	AZ	2014	Dodge Ram 1500 EcoDiesel
Andrew	Davis	MD	MD	2014	Dodge Ram 1500 EcoDiesel
Andrew	Davis	MD	MD	2016	Dodge Ram 1500 EcoDiesel
Richard	Harris	AR	AR	2016	Dodge Ram 1500 EcoDiesel
Michael	Batdorff	IL	IL	2014	Dodge Ram 1500 EcoDiesel
Alec	Beard	TX	TX	2015	Dodge Ram 1500 EcoDiesel
Carl Lucci	Wilburn	TX	TX	2015	Dodge Ram 1500 EcoDiesel
Michael	Roberts	TX	TX	2015	Dodge Ram 1500 EcoDiesel
Larry	Thompson	TX	TX	2015	Dodge Ram 1500 EcoDiesel
Lawrence	Gonzales	TX	TX	2015	Dodge Ram 1500 EcoDiesel
Dave	Schulien	TX	TX	2015	Dodge Ram 1500 EcoDiesel
David	Jones	TX	TX	2015	Dodge Ram 1500 EcoDiesel
Edward	Fosnight	TX	TX	2015	Dodge Ram 1500 EcoDiesel

Gary	Tripp	TX	TX	2016	Dodge Ram 1500 EcoDiesel
Gary	Adams	TX	TX	2014	Dodge Ram 1500 EcoDiesel
Gerald	Richmond	TX	TX	2015	Dodge Ram 1500 EcoDiesel
Jeff & Amy	Vance	TX	TX	2016	Dodge Ram 1500 EcoDiesel
Jeffrey	Irwin	TX	TX	2016	Dodge Ram 1500 EcoDiesel
Joshua	Sigmon	TX	TX	2015	Dodge Ram 1500 EcoDiesel
Kenneth D.	Elliott	TX	TX	2014	Dodge Ram 1500 EcoDiesel
Lucas	Lopez	TX	TX	2015	Jeep Grand Cherokee EcoDiesel
Manuel	Lopez Garcia	TX	TX	2016	Dodge Ram 1500 EcoDiesel
Michael Rene	Hollenbaugh	TX	TX	2015	Dodge Ram 1500 EcoDiesel
Randall	Moody	TX	TX	2015	Dodge Ram 1500 EcoDiesel
Reese	Howell	TX	TX	2015	Dodge Ram 1500 EcoDiesel
Robert	Pickering	TX	TX	2015	Dodge Ram 1500 EcoDiesel
Sergio	Lopez	TX	TX	2015	Dodge Ram 1500 EcoDiesel
Shawn J.	Austin	TX	TX	2015	Dodge Ram 1500 EcoDiesel
Sherman	Barnett dba Rides Auto Group	TX	TX	2016	Dodge Ram 1500 EcoDiesel
Tim	Fowler	TX	TX	2016	Dodge Ram 1500 EcoDiesel
William	Gray	TX	TX	2015	Dodge Ram 1500 EcoDiesel
Zachary	Theobald	TX	TX	2015	Dodge Ram 1500 EcoDiesel
Brandon & Haley	Buckmaster	TX	TX	2016	Dodge Ram 1500 EcoDiesel
David Allen	Bradshaw	TX	TX	2015	Dodge Ram 1500 EcoDiesel
Maggie	Phipps	TX	TX	2014	Dodge Ram 1500 EcoDiesel

Jerry	Fortenberry	TX	TX	2016	Dodge Ram 1500 EcoDiesel
Jimmy D.	King	TX	TX	2015	Dodge Ram 1500 EcoDiesel
Marcus	Carlock	TX	TX	2016	Dodge Ram 1500 EcoDiesel
James & Nichole	Potts	TX	TX	2015	Dodge Ram 1500 EcoDiesel
Russell	Cash	TX	TX	2015	Dodge Ram 1500 EcoDiesel
Casey	Barton	TX	TX	2016	Dodge Ram 1500 EcoDiesel
Coleman	Sessums	TX	TX	2015	Dodge Ram 1500 EcoDiesel
Michael	Werner	TX	TX	2014	Dodge Ram 1500 EcoDiesel
Gene C.	Brown, Jr.	TX	TX	2016	Dodge Ram 1500 EcoDiesel
Duane	Whitus	TX	TX	2016	Dodge Ram 1500 EcoDiesel
Andrew	Moran	TX	TX	2016	Dodge Ram 1500 EcoDiesel
Scott	Perry	TX	TX	2016	Dodge Ram 1500 EcoDiesel
Bryan	Jones	TX	TX	2015	Dodge Ram 1500 EcoDiesel
Mario	Maltez Jr.	TX	TX	2015	Dodge Ram 1500 EcoDiesel
Saleh	Sal	TX	TX	2014	Dodge Ram 1500 EcoDiesel
John	Horner	TX	TX	2014	Dodge Ram 1500 EcoDiesel
Benjamin	Tester	TX	TX	2016	Dodge Ram 1500 EcoDiesel
Dwayne	Hunter	TX	TX	2015	Dodge Ram 1500 EcoDiesel
John	Lemelle	TX	TX	2016	Dodge Ram 1500 EcoDiesel
Cory	Estelle	TX	TX	2014	Dodge Ram 1500 EcoDiesel
Eric	Karcher	TX	TX	2014	Jeep Grand Cherokee EcoDiesel
Kenneth Trent	Paris	TX	TX	2015	Dodge Ram 1500 EcoDiesel
William & Kimberly	Mayes	TX	TX	2016	Dodge Ram 1500 EcoDiesel

Alan	Ostermiller	TX	TX	2016	Dodge Ram 1500 EcoDiesel
Ruben	Luevanos	TX	TX	2016	Dodge Ram 1500 EcoDiesel
George	Henry	TX	TX	2016	Dodge Ram 1500 EcoDiesel
Don	Merriman dba Don-Sandy, LLC	TX	TX	2014	Dodge Ram 1500 EcoDiesel
Richard	Holbach	TX	LA	2016	Dodge Ram 1500 EcoDiesel
Richard	Robinson	TX	TX	2014	Dodge Ram 1500 EcoDiesel
Theodore	Grubbs	IN	IN	2015	Dodge Ram 1500 EcoDiesel
Kimberly H. & David W.	Whittington	AL	AL	2014	Dodge Ram 1500 EcoDiesel
Dana L.	Gregory	GA	GA	2015	Dodge Ram 1500 EcoDiesel
Robert Alpers dba	Anything Automotive	IN	IN	2016	Dodge Ram 1500 EcoDiesel
Brent	Lavender	TX	OK	2014	Dodge Ram 1500 EcoDiesel
Brent	Cole	TX	KS	2016	Dodge Ram 1500 EcoDiesel
Chad	Trahan	GA	GA	2015	Dodge Ram 1500 EcoDiesel
Charles	Suder	IN	IN	2014	Dodge Ram 1500 EcoDiesel
Danny	Quisenberry	TX	NM	2015	Jeep Grand Cherokee EcoDiesel
Dustin	Louden	WV	WV	2016	Dodge Ram 1500 EcoDiesel
Englebert	Cherrington	GA	GA	2015	Dodge Ram 1500 EcoDiesel
Felix Orlando	Gonzales, Jr	TX	NC	2015	Dodge Ram 1500 EcoDiesel
Frank	Deguzman	TX	AZ	2014	Dodge Ram 1500 EcoDiesel
Gregory	Burnette, D.O.	WV	WV	2015	Jeep Grand Cherokee EcoDiesel
Greg	Cain	AL	NC	2016	Dodge Ram 1500 EcoDiesel
Herbert	Likens	IN	IN	2014	Jeep Grand Cherokee EcoDiesel
Jack	London	MA	MA	2014	Jeep Grand Cherokee EcoDiesel

Jeffrey	Cook	WV	VA	2015	Dodge Ram 1500 EcoDiesel
Marcel	Lamoureux	FL	GA	2016	Dodge Ram 1500 EcoDiesel
Randall & Melissa	Westmoreland	GA	GA	2014	Dodge Ram 1500 EcoDiesel
Micah	Hill	AL	GA	2014	Dodge Ram 1500 EcoDiesel
Nicholas	Hess	IN	IL	2014	Dodge Ram 1500 EcoDiesel
Ralph	Nason	ME	ME	2015	Dodge Ram 1500 EcoDiesel
Robert	Radel	IN	OH	2016	Dodge Ram 1500 EcoDiesel
Roger	Farrow	MA	MA	2016	Dodge Ram 1500 EcoDiesel
Edwin B	Brooks Holton	GA	GA	2015	Dodge Ram 1500 EcoDiesel
John Victor	Lowe	GA	GA	2016	Dodge Ram 1500 EcoDiesel
Stacey & P. Elaine	Wilson	IL	IN	2015	Dodge Ram 1500 EcoDiesel
Adam	Covington	TX	OK	2014	Dodge Ram 1500 EcoDiesel
Brian	Kicak	GA	GA	2014	Dodge Ram 1500 EcoDiesel
Chip	Neer	IN	IN	2014	Jeep Grand Cherokee EcoDiesel
Christopher	Tucker	GA	GA	2015	Dodge Ram 1500 EcoDiesel
Edward Roland	Hill III	GA	TX	2015	Dodge Ram 1500 EcoDiesel
Emily K	Blankenship	WV	OH	2014	Jeep Grand Cherokee EcoDiesel
Kevin V.	Anderson	IN	IN	2014	Dodge Ram 1500 EcoDiesel
Madi & Mark	Lee	IN	IN	2015	Jeep Grand Cherokee EcoDiesel
Matt	Hersey	GA	SC	2016	Dodge Ram 1500 EcoDiesel
Michael	Crisp	IN	IN	2016	Dodge Ram 1500 EcoDiesel
Michael A.	Scott	GA	GA	2016	Dodge Ram 1500 EcoDiesel
Mike	Shelton	AL	TN	2014	Jeep Grand Cherokee EcoDiesel

Sam	Ussery	GA	GA	2016	Dodge Ram 1500 EcoDiesel
Seymour	Bidwell	OK	GA	2015	Dodge Ram 1500 EcoDiesel
Jimmy	Schroeger	TX	NY	2015	Dodge Ram 1500 EcoDiesel
Christian	Lizama	FL	GA	2015	Dodge Ram 1500 EcoDiesel
Anthony J.	Eiermann	GA	GA	2015	Dodge Ram 1500 EcoDiesel
Brandon & Katherine	Horton	GA	GA	2014	Jeep Grand Cherokee EcoDiesel
Gary	Smith	IN	OH	2014	Dodge Ram 1500 EcoDiesel
Mathew	Swanson	GA	TN	2015	Dodge Ram 1500 EcoDiesel
Richard H & Shelia Renee	McCoy	TX	KY	2015	Dodge Ram 1500 EcoDiesel
Clifton	Bailey	MS	MS	2016	Dodge Ram 1500 EcoDiesel
Nicholas M. & Dana	Golowich	GA	FL	2016	Dodge Ram 1500 EcoDiesel
Wayne	Guyer	GA	GA	2015	Dodge Ram 1500 EcoDiesel
John Oliver	Galloway	IN	IN	2015	Dodge Ram 1500 EcoDiesel
Michael	Donawerth	IN	IN	2015	Dodge Ram 1500 EcoDiesel
William	Hunt	GA	GA	2015	Dodge Ram 1500 EcoDiesel
Andrew	Johnson	GA	TX	2016	Dodge Ram 1500 EcoDiesel
Judy & Tom	Crawford	GA	GA	2015	Dodge Ram 1500 EcoDiesel
Michael	Cash	GA	GA	2014	Dodge Ram 1500 EcoDiesel
Colt W.	Knight	ME	NC	2016	Dodge Ram 1500 EcoDiesel
James & Susan	Cherry	IN	IN	2014	Jeep Grand Cherokee EcoDiesel
Adam	Ausura	VT	MA	2015	Dodge Ram 1500 EcoDiesel
John	Lemelle	TX	LA	2015	Dodge Ram 1500 EcoDiesel
Vincent	Princeotto	GA	GA	2015	Dodge Ram 1500 EcoDiesel

Beverly Gayle	VanArkel	WY	ID	2015	Jeep Grand Cherokee EcoDiesel
Tyler	Perkins	FL	GA	2016	Dodge Ram 1500 EcoDiesel
Andrew	Jesse	MA	MA	2014	Dodge Ram 1500 EcoDiesel
Richard	Carr	GA	GA	2016	Dodge Ram 1500 EcoDiesel
Douglas Owen	Thompson	TX	LA	2015	Dodge Ram 1500 EcoDiesel
Jennifer & Richard	Stevens	IN	IN	2015	Dodge Ram 1500 EcoDiesel
Roger	Mack	GA	GA	2015	Dodge Ram 1500 EcoDiesel
Robert	Prijatelj, II	IN	KY	2014	Dodge Ram 1500 EcoDiesel
James	Gissonna	GA	VA	2015	Dodge Ram 1500 EcoDiesel
Shawn Patrick	McNew	GA	OH	2014	Dodge Ram 1500 EcoDiesel
Maurice	Johnson	GA	GA	2015	Dodge Ram 1500 EcoDiesel
Troy	Atcheson	GA	OK	2016	Dodge Ram 1500 EcoDiesel
Brody	Sheppard	OH	GA	2014	Dodge Ram 1500 EcoDiesel
Larry D	Garrison	IN	IN	2015	Dodge Ram 1500 EcoDiesel
Shawn	Craig	IN	IN	2015	Dodge Ram 1500 EcoDiesel
Robert	Pitts Jr	GA	GA	2015	Dodge Ram 1500 EcoDiesel
Nathan	Groom	GA	FL	2014	Jeep Grand Cherokee EcoDiesel
Duane E.	Morton Sr	GA	GA	2015	Dodge Ram 1500 EcoDiesel
Kent	Jenkins	NV	CA	2015	Jeep Grand Cherokee EcoDiesel
Mark	Spaugh	TX	TX	2016	Dodge Ram 1500 EcoDiesel
Ricardo Abraham	Soto	TX	TX	2016	Dodge Ram 1500 EcoDiesel
Charles E. & Carol S,	Crozier	FL	FL	2016	Dodge Ram 1500 EcoDiesel
Chris	Dougherty	IA	IA	2015	Dodge Ram 1500 EcoDiesel

Tim & LeAnne	Kindred	WY	ID	2014	Dodge Ram 1500 EcoDiesel
Jeffrey	Rittenhouse	WI	WI	2014	Dodge Ram 1500 EcoDiesel
Lochland D.	Jeffries	IL	OK	2016	Dodge Ram 1500 EcoDiesel
Melissa	Maldonado	FL	FL	2015	Dodge Ram 1500 EcoDiesel
Van	Smith Jr.	MI	MI	2016	Dodge Ram 1500 EcoDiesel
Vaughan	Wooden	ND	ND	2015	Dodge Ram 1500 EcoDiesel
Willard & Corina	Ragland	OK	OK	2014	Dodge Ram 1500 EcoDiesel
Jody	Killmer	WA	WA	2014	Dodge Ram 1500 EcoDiesel
Gregg	Rafalco	PA	PA	2015	Dodge Ram 1500 EcoDiesel
Brian	Steadman	WI	WI	2014	Dodge Ram 1500 EcoDiesel
Mack William & Debra Ann	Nowlin	KS	UT	2014	Dodge Ram 1500 EcoDiesel
Timothy & Nancy	Schindlbeck	MN	IL	2015	Dodge Ram 1500 EcoDiesel
Justin	Graves	MO	MO	2015	Dodge Ram 1500 EcoDiesel
Willie	Bergeron	LA	LA	2014	Dodge Ram 1500 EcoDiesel
Warren	Gardinier	NV	NV	2014	Jeep Grand Cherokee EcoDiesel
Shawn C.	Jacobs	WI	MN	2015	Dodge Ram 1500 EcoDiesel
Vince	McBride	OK	OK	2015	Dodge Ram 1500 EcoDiesel
David A.	Nakkula	MI	MI	2016	Dodge Ram 1500 EcoDiesel
Tamara Kay	Domonoske	IA	IA	2015	Dodge Ram 1500 EcoDiesel
William	Eason	OK	MO	2016	Dodge Ram 1500 EcoDiesel
Hector	Montano	NV	AZ	2014	Dodge Ram 1500 EcoDiesel
Christina	Kennedy	FL	FL	2014	Dodge Ram 1500 EcoDiesel
David	Waltman	OK	OK	2016	Dodge Ram 1500 EcoDiesel

Timothy	Graham	PA	PA	2015	Dodge Ram 1500 EcoDiesel
Dawn	Noll	PA	PA	2014	Jeep Grand Cherokee EcoDiesel
Bryan Hastings & Jessica	Bolling	NC	NC	2015	Dodge Ram 1500 EcoDiesel
Garrett	Dantzler	OK	OK	2014	Dodge Ram 1500 EcoDiesel
Michael	Mavromatis	LA	LA	2015	Dodge Ram 1500 EcoDiesel
Thomas	Newton	NY	NY	2015	Dodge Ram 1500 EcoDiesel
Travis Lee	Campbell	NC	NC	2014	Dodge Ram 1500 EcoDiesel
Todd	Dombek	CO	CO	2016	Dodge Ram 1500 EcoDiesel
Wade Rodney	Aylett	OR	OR	2014	Jeep Grand Cherokee EcoDiesel
Todd Dana	Strickland	MI	OH	2016	Dodge Ram 1500 EcoDiesel
Jayne Marie	Edwards	WI	MN	2015	Dodge Ram 1500 EcoDiesel
Matthew Russell	Peters	KS	KS	2016	Dodge Ram 1500 EcoDiesel
Frederick B	May	NC	NC	2015	Dodge Ram 1500 EcoDiesel
Derle	Mork	OK	KS	2016	Dodge Ram 1500 EcoDiesel
Josh & Amber	Gwillim	KS	OK	2015	Dodge Ram 1500 EcoDiesel
Kerrin	Tomek	NC	NC	2014	Dodge Ram 1500 EcoDiesel
Theo Reginald	Thibodeaux	LA	LA	2015	Dodge Ram 1500 EcoDiesel
Michael	Kuhrt	NJ	NJ	2015	Dodge Ram 1500 EcoDiesel
Judith Mary	Bressler	FL	FL	2014	Dodge Ram 1500 EcoDiesel
Keith	Arnold	MI	MI	2014	Dodge Ram 1500 EcoDiesel
Jamison Stanley & Joli A.	Elder	SC	NC	2015	Jeep Grand Cherokee EcoDiesel
Patrick & Jill	Kons	MT	MT	2015	Dodge Ram 1500 EcoDiesel
Timothy Bernard	Graham	WI	WI	2016	Dodge Ram 1500 EcoDiesel

George & Katie	Kauffman	NJ	NJ	2015	Dodge Ram 1500 EcoDiesel
Adam Mckean & Elizabeth	Barnes	LA	LA	2015	Dodge Ram 1500 EcoDiesel
Leroy & Shalada	Bengtson	MT	ID	2016	Dodge Ram 1500 EcoDiesel
James & Tierra	Applegate	MO	MO	2015	Dodge Ram 1500 EcoDiesel
Paul	Gambrill	OH	OH	2016	Dodge Ram 1500 EcoDiesel
Ernest & Selina	Mascarenas	CO	CO	2015	Jeep Grand Cherokee EcoDiesel
Casamere & William	Creacy	OK	OK	2014	Dodge Ram 1500 EcoDiesel
Lisa S. & Kevin P.	Speyrer	LA	LA	2016	Dodge Ram 1500 EcoDiesel
Thomas	Castle	NY	NY	2015	Dodge Ram 1500 EcoDiesel
Daniel	Martin	WA	WA	2016	Dodge Ram 1500 EcoDiesel
Mario	Toliver	WI	WI	2015	Dodge Ram 1500 EcoDiesel
Robin	Clark	AZ	AZ	2016	Dodge Ram 1500 EcoDiesel
Kris	Kemper	OK	OK	2014	Dodge Ram 1500 EcoDiesel
Michael Whitten More d/b/a	Restoration Services Group Inc.	CO	CO	2014	Dodge Ram 1500 EcoDiesel
Jared & Crystal	Falk	KS	NE	2014	Dodge Ram 1500 EcoDiesel
Andriy	Kharchenko	NY	ID	2015	Dodge Ram 1500 EcoDiesel
Donald & Kimberly	Schmit	OH	OH	2014	Dodge Ram 1500 EcoDiesel
Keith	Young	MT	MT	2016	Dodge Ram 1500 EcoDiesel
Bernice & Pete	Greene	PA	PA	2015	Dodge Ram 1500 EcoDiesel
Ernest	Montley	MD	MD	2015	Dodge Ram 1500 EcoDiesel
Ryan	King	RI	MA	2015	Dodge Ram 1500 EcoDiesel
Jeffrey	Sanders	WA	WA	2014	Dodge Ram 1500 EcoDiesel

David Gabriel & Juanita Navarro	Flores	IN	IN	2014	Dodge Ram 1500 EcoDiesel
Joseph	McGee	TN	TN	2015	Dodge Ram 1500 EcoDiesel
Jason A	Puckett	NY	NY	2015	Dodge Ram 1500 EcoDiesel
Richard & Nancy	Payne	FL	FL	2015	Dodge Ram 1500 EcoDiesel
Kristofferson & Lacey	Blain	OK	OK	2016	Dodge Ram 1500 EcoDiesel
Kimberly	Oglesby	FL	FL	2016	Dodge Ram 1500 EcoDiesel
Rayder	Bennett	MO	MO	2016	Dodge Ram 1500 EcoDiesel
Stephen R.	Schmidt	WI	WI	2014	Dodge Ram 1500 EcoDiesel
Ralph	Landi	NY	CO	2014	Jeep Grand Cherokee EcoDiesel
Andrew	Vanderklok	WA	MI	2016	Dodge Ram 1500 EcoDiesel
Gregory	Clendenin	WV	OH	2014	Dodge Ram 1500 EcoDiesel
Preston & Paula	Nott	AZ	AZ	2015	Dodge Ram 1500 EcoDiesel
Mark	Hathaway	MT	ID	2014	Dodge Ram 1500 EcoDiesel
Alma	Lozana	NY	NJ	2014	Dodge Ram 1500 EcoDiesel
Frank M.	Collier	MO	MO	2015	Dodge Ram 1500 EcoDiesel
Justin	Goldsmith	WV	WV	2016	Dodge Ram 1500 EcoDiesel
Jeri Parson d/b/a	Parma Properties	WV	WV	2015	Dodge Ram 1500 EcoDiesel
Dwayne	Boggs	OK	OK	2014	Dodge Ram 1500 EcoDiesel
Loren K.	Nye	PA	PA	2015	Dodge Ram 1500 EcoDiesel
Derek	Iler	VA	VA	2015	Dodge Ram 1500 EcoDiesel
Lev	Cooper	ND	ND	2014	Dodge Ram 1500 EcoDiesel
Charles W.	Menninger III	VA	VA	2014	Dodge Ram 1500 EcoDiesel
Charles W.	Menninger III	VA	VA	2014	Dodge Ram 1500 EcoDiesel

Joshua	Herrera	ND	CO	2016	Dodge Ram 1500 EcoDiesel
Joseph	Barksdale	OH	MI	2016	Dodge Ram 1500 EcoDiesel
David L	Patton	MO	MO	2015	Dodge Ram 1500 EcoDiesel
Kenneth Edward	Fogle Jr	NC	NC	2016	Jeep Grand Cherokee EcoDiesel
Kimberly S.	Henson	SC	SC	2015	Jeep Grand Cherokee EcoDiesel
Clinton & Sadie	Etheridge	GA	TN	2015	Dodge Ram 1500 EcoDiesel
Todd	Vanderheyden	WI	WI	2014	Jeep Grand Cherokee EcoDiesel
Rebecca M.	Brace	FL	FL	2016	Jeep Grand Cherokee EcoDiesel
Frank E II & Dolly Rae	Baker	PA	PA	2015	Dodge Ram 1500 EcoDiesel
Thomas A	Edwards	AR	OK	2014	Jeep Grand Cherokee EcoDiesel
Justin	Clendenin	WV	MD	2014	Dodge Ram 1500 EcoDiesel
Percy F	Gonzales	AZ	AZ	2014	Jeep Grand Cherokee EcoDiesel
Dustin R	Downing Jr	PA	PA	2015	Dodge Ram 1500 EcoDiesel
James	Repp	IA	IA	2015	Dodge Ram 1500 EcoDiesel
Michael	Colligon	VA	VA	2016	Dodge Ram 1500 EcoDiesel
Matthew	Hoser	NJ	PA	2015	Dodge Ram 1500 EcoDiesel
Mason	Lauer	PA	PA	2015	Jeep Grand Cherokee EcoDiesel
James	Martin	NV	NV	2015	Dodge Ram 1500 EcoDiesel
Almantas	Stankevicius	IL	IL	2015	Dodge Ram 1500 EcoDiesel
Michael W	Stinson	WI	WI	2014	Dodge Ram 1500 EcoDiesel
Robbie	Kiss	NC	NC	2016	Dodge Ram 1500 EcoDiesel
Alicia Jean	Hicken	FL	FL	2016	Dodge Ram 1500 EcoDiesel
Julie	Staubach	NY	NY	2014	Dodge Ram 1500 EcoDiesel

Susan & Ethan	Burlingham	NV	NV	2014	Dodge Ram 1500 EcoDiesel
Jeffery & Tracie	Quine	OK	OK	2016	Dodge Ram 1500 EcoDiesel
Crystal Lee	Bonotto	OR	OR	2015	Dodge Ram 1500 EcoDiesel
Joseph	Neault Jr.	NJ	NY	2014	Dodge Ram 1500 EcoDiesel
Martin	Zueger	PA	PA	2015	Dodge Ram 1500 EcoDiesel
Patricia	Wilbur	WA	WA	2015	Dodge Ram 1500 EcoDiesel
Cesar H	Nunez	UT	UT	2015	Dodge Ram 1500 EcoDiesel
Harold & Donna	Imke	OK	OK	2014	Jeep Grand Cherokee EcoDiesel
Santiago & Lorraine	Romero	NM	NM	2016	Dodge Ram 1500 EcoDiesel
James L.	Jones	KY	KY	2014	Dodge Ram 1500 EcoDiesel
Jim	Hall	IA	IA	2015	Dodge Ram 1500 EcoDiesel
Steve J	Mast	IL	ND	2014	Dodge Ram 1500 EcoDiesel
Francis	Lukowski Jr.	AL	NC	2016	Dodge Ram 1500 EcoDiesel
Ricky P.	Poisson	NY	NY	2015	Dodge Ram 1500 EcoDiesel
Jason	Dibben	ID	ID	2015	Dodge Ram 1500 EcoDiesel
Jason	Vermillion	CO	CO	2015	Dodge Ram 1500 EcoDiesel
Tad & Stephnie	Hamil	OK	OK	2014	Dodge Ram 1500 EcoDiesel
Amy	Fernandes	NY	NY	2015	Dodge Ram 1500 EcoDiesel
Brett Keville	Williams	WA	WA	2015	Dodge Ram 1500 EcoDiesel
Jeffrey	Gebel	MO	MO	2015	Jeep Grand Cherokee EcoDiesel
Scott W	Toms	IA	IA	2015	Dodge Ram 1500 EcoDiesel
Mike	Karpowitz	ID	ID	2016	Dodge Ram 1500 EcoDiesel
Mitchell R	Wellnitz	WI	WI	2014	Jeep Grand Cherokee EcoDiesel

Paul	Myers	MI	MI	2016	Dodge Ram 1500 EcoDiesel
Nathen & Rachel	Crittenden	MO	MO	2016	Dodge Ram 1500 EcoDiesel
Tanner	Tibbets	OK	OK	2015	Dodge Ram 1500 EcoDiesel
Mike	Sanders	IL	IL	2014	Jeep Grand Cherokee EcoDiesel
John S.	Fox	IL	IL	2015	Dodge Ram 1500 EcoDiesel
Mark	Schumaker	TN	TN	2014	Jeep Grand Cherokee EcoDiesel
Russell	Kious	OK	OK	2015	Dodge Ram 1500 EcoDiesel
Dan Seeland & Naht	Phan	MN	MN	2015	Dodge Ram 1500 EcoDiesel
Thomas Nicholas	Bezick	PA	PA	2016	Dodge Ram 1500 EcoDiesel
Nathan Strahinic & Stacey	Grafmeyer	OH	OH	2014	Dodge Ram 1500 EcoDiesel
Robert Patterson	Snyder	PA	PA	2014	Dodge Ram 1500 EcoDiesel
Larry E. & Hazel A.	Heeter	PA	PA	2014	Dodge Ram 1500 EcoDiesel
Louis	Barbato	NY	NY	2014	Jeep Grand Cherokee EcoDiesel
Randy	Gray	CO	NE	2014	Dodge Ram 1500 EcoDiesel
Gordon Leroy	Patterson	FL	FL	2015	Dodge Ram 1500 EcoDiesel
Jeffrey D.	Hoyum	MN	MN	2015	Dodge Ram 1500 EcoDiesel
Leo	Karnowski Jr	OR	OR	2015	Dodge Ram 1500 EcoDiesel
Theodore	Carter	MO	AR	2014	Dodge Ram 1500 EcoDiesel
Earl H	Hitzman Jr.	LA	LA	2015	Dodge Ram 1500 EcoDiesel
Erich	Hannah	IL	IL	2014	Dodge Ram 1500 EcoDiesel
Robert	Bank	CO	CO	2015	Dodge Ram 1500 EcoDiesel
Kenneth & Amanda	Hancock	ID	ID	2016	Dodge Ram 1500 EcoDiesel
Daniel & Cynthia	Bonifas	CO	CO	2014	Jeep Grand Cherokee EcoDiesel

Mark & Carol	Feld	IA	IA	2014	Jeep Grand Cherokee EcoDiesel
Terry	Wessel	ME	ME	2016	Dodge Ram 1500 EcoDiesel
Billie Jo Killion & Anna	Taylor	IN	IN	2015	Dodge Ram 1500 EcoDiesel
Leah & Bobby	Ladley	TN	MS	2016	Dodge Ram 1500 EcoDiesel
Anthony S.	Antonucci	NH	ME	2016	Dodge Ram 1500 EcoDiesel
Terry D. & Teresa A.	Thor	IN	IN	2015	Dodge Ram 1500 EcoDiesel
Clarke	Dunlap	CA	CA	2014	Dodge Ram 1500 EcoDiesel
Albert & Sharon	Overholtzer	CA	CA	2015	Dodge Ram 1500 EcoDiesel
Jeff	Strong	MS	MS	2016	Jeep Grand Cherokee EcoDiesel
Robert	Thomas	AL	AL	2015	Dodge Ram 1500 EcoDiesel
Anthony	Mcnamara	CA	CA	2015	Dodge Ram 1500 EcoDiesel
Gordon Hunter & Shawnda	Bays	IN	IN	2014	Dodge Ram 1500 EcoDiesel
Gaston Barrett c/o Walton	Stinson	MS	MS	2015	Dodge Ram 1500 EcoDiesel
William	Cunningham	AL	AL	2015	Dodge Ram 1500 EcoDiesel
John	Roe	LA	MS	2015	Dodge Ram 1500 EcoDiesel
Scott L	Norris	WY	WY	2016	Jeep Grand Cherokee EcoDiesel
Cheryl & Lee	Phillely	CA	CA	2016	Dodge Ram 1500 EcoDiesel
Ryan	King	RI	MA	2015	Dodge Ram 1500 EcoDiesel
Michael	Branco	MA	MA	2016	Dodge Ram 1500 EcoDiesel
Timothy	Isyk	CT	MA	2014	Jeep Grand Cherokee EcoDiesel
Oron	Tipton	OR	OR	2016	Dodge Ram 1500 EcoDiesel
Rodney	Robinson	MI	MI	2014	Dodge Ram 1500 EcoDiesel
Michelle L.	Labadie	MI	WI	2016	Dodge Ram 1500 EcoDiesel

Edna	Jordan	MO	MO	2014	Dodge Ram 1500 EcoDiesel
Noel	Foley	NY	NY	2016	Dodge Ram 1500 EcoDiesel
Robert	Sisson	NE	CO	2014	Dodge Ram 1500 EcoDiesel
Ryan	Renfro	IA	IA	2015	Dodge Ram 1500 EcoDiesel
Justin Joseph	Manke	WI	WI	2014	Dodge Ram 1500 EcoDiesel
Thomas	Vines	OH	OH	2014	Jeep Grand Cherokee EcoDiesel
Kevin P	Brinkhoff	FL	FL	2015	Jeep Grand Cherokee EcoDiesel
Tim	Stewart	AR	AR	2014	Dodge Ram 1500 EcoDiesel
Troy L & Ruth E	Jeremias	MO	MO	2014	Dodge Ram 1500 EcoDiesel
Stanley & Anita	Collins	OK	OK	2014	Dodge Ram 1500 EcoDiesel
Jocko	Vermillion	OH	OH	2014	Dodge Ram 1500 EcoDiesel
Thomas & Jean	Mikle	WI	MN	2015	Dodge Ram 1500 EcoDiesel
Troy	Young	PA	PA	2014	Dodge Ram 1500 EcoDiesel
Ashleigh	Webster	NY	NY	2014	Jeep Grand Cherokee EcoDiesel
Michael	Chandler	OK	OK	2014	Dodge Ram 1500 EcoDiesel
Bill	Sorensen	UT	UT	2015	Dodge Ram 1500 EcoDiesel
Steven & Jennifer	Weir	OR	OR	2016	Dodge Ram 1500 EcoDiesel
Sterling Lee	Whitley Jr.	AZ	AZ	2016	Dodge Ram 1500 EcoDiesel
David	Bergeron	LA	LA	2014	Dodge Ram 1500 EcoDiesel
Sherry	Greathouse	UT	UT	2015	Dodge Ram 1500 EcoDiesel
Amanda & Jeremy	Dwyer	WA	TX	2015	Dodge Ram 1500 EcoDiesel
Chris	Breaux	MS	TX	2015	Dodge Ram 1500 EcoDiesel
Christopher	Fox	NC	TX	2016	Dodge Ram 1500 EcoDiesel

Matthew	Kyle	TX	TX	2015	Jeep Grand Cherokee EcoDiesel
Robert	Durante	LA	TX	2015	Dodge Ram 1500 EcoDiesel
Casey & Jerri	Wheeler	OK	TX	2016	Jeep Grand Cherokee EcoDiesel
David	Jarzamski	TX	TX	2015	Dodge Ram 1500 EcoDiesel
Gaersen	Bailey	TX	TX	2015	Dodge Ram 1500 EcoDiesel
Michael	Burkhart	TX	TX	2015	Dodge Ram 1500 EcoDiesel
Santiago	Deleon	TX	TX	2016	Dodge Ram 1500 EcoDiesel
Casey	Perry	TX	TX	2014	Dodge Ram 1500 EcoDiesel
Landin	Longtin	TX	TX	2014	Dodge Ram 1500 EcoDiesel
Scott	Reeves	NY	TX	2015	Dodge Ram 1500 EcoDiesel
Edward	Constantinescu	TX	TX	2015	Dodge Ram 1500 EcoDiesel
Christopher	Vigil	TN	TX	2014	Dodge Ram 1500 EcoDiesel
Luke D.	Knighten	TX	TX	2016	Dodge Ram 1500 EcoDiesel
Justin Leasman & Chelsey	Wold	TX	TX	2016	Dodge Ram 1500 EcoDiesel
Joshua	Berna	TX	TX	2015	Dodge Ram 1500 EcoDiesel
Robert	McMichael	TX	TX	2015	Dodge Ram 1500 EcoDiesel
Michael	Gunderson	MT	TX	2014	Dodge Ram 1500 EcoDiesel
William	Ryan	NC	TX	2015	Dodge Ram 1500 EcoDiesel
Christopher	Lewis	TX	TX	2015	Dodge Ram 1500 EcoDiesel
Richard	Randolph	LA	TX	2015	Dodge Ram 1500 EcoDiesel
William Thomas	Hunt	TX	TX	2016	Dodge Ram 1500 EcoDiesel
Scott	Johnson	TX	TX	2014	Dodge Ram 1500 EcoDiesel
Andrew	Defayette	TX	TX	2016	Dodge Ram 1500 EcoDiesel

Karen	Gilcrease	TX	TX	2014	Dodge Ram 1500 EcoDiesel
William Thomas	Hunt	TX	TX	2016	Dodge Ram 1500 EcoDiesel
Lindsay Weaver & Jackie	Graber, Jr.	FL	TX	2015	Dodge Ram 1500 EcoDiesel
Kenneth	Kana	TX	TX	2014	Dodge Ram 1500 EcoDiesel
Patrick	McCraw	TX	TX	2014	Jeep Grand Cherokee EcoDiesel
Stephen	Watson	TX	TX	2016	Dodge Ram 1500 EcoDiesel
Jenner	Jones	TX	TX	2015	Dodge Ram 1500 EcoDiesel
Brandon	Redmon	TX	TX	2015	Dodge Ram 1500 EcoDiesel
Brandon	Redmon	TX	TX	2014	Jeep Grand Cherokee EcoDiesel
John	Prinz	TX	TX	2014	Jeep Grand Cherokee EcoDiesel
Larry Alan	Powles	TX	TX	2016	Dodge Ram 1500 EcoDiesel
Richard Eugene	Brown	TX	TX	2014	Jeep Grand Cherokee EcoDiesel
Michael & Christina	Potts	TX	TX	2015	Dodge Ram 1500 EcoDiesel
Mark	Madden	TX	TX	2016	Dodge Ram 1500 EcoDiesel
Tony	Choi	TX	TX	2014	Dodge Ram 1500 EcoDiesel
Joshua	Gillespie	TX	TX	2014	Dodge Ram 1500 EcoDiesel
Eder	Acosta	TX	TX	2016	Dodge Ram 1500 EcoDiesel
Lauren Leigh	Brehm	TX	TX	2015	Dodge Ram 1500 EcoDiesel
Thomas & Tammy	Samford	TX	TX	2016	Dodge Ram 1500 EcoDiesel
Matthew	Reese	TX	TX	2014	Dodge Ram 1500 EcoDiesel
Douglas B.	Mclaughlin	TX	TX	2016	Dodge Ram 1500 EcoDiesel
Regina Patricia	Sanchez	TX	TX	2015	Jeep Grand Cherokee EcoDiesel
Tomas	Contreras	TX	TX	2015	Dodge Ram 1500 EcoDiesel

Brandon	Coates	TX	TX	2016	Dodge Ram 1500 EcoDiesel
Christopher	Fox	NC	TX	2016	Dodge Ram 1500 EcoDiesel
Michael	Johnson	TX	TX	2016	Dodge Ram 1500 EcoDiesel
Lorie	Neal	TX	TX	2014	Dodge Ram 1500 EcoDiesel
David	Sweet	TX	TX	2016	Dodge Ram 1500 EcoDiesel
Tyler	Milton	TX	TX	2014	Dodge Ram 1500 EcoDiesel
Malissa & Pete	Teriele	CA	CA	2016	Dodge Ram 1500 EcoDiesel
Lorell D.	Hurley	MA	MA	2014	Jeep Grand Cherokee EcoDiesel
Robert J.	Dollard	MA	MA	2014	Jeep Grand Cherokee EcoDiesel
Chester	Johnson	NH	ME	2014	Dodge Ram 1500 EcoDiesel
Robert & Elva	Magallon	CA	CA	2016	Dodge Ram 1500 EcoDiesel
Robert S.	McKee	TX	TX	2016	Dodge Ram 1500 EcoDiesel
Stanley E	Lowe	TN	GA	2015	Dodge Ram 1500 EcoDiesel
Richard	Hocott	IN	IN	2015	Dodge Ram 1500 EcoDiesel
David	Meienburg	CA	CA	2015	Dodge Ram 1500 EcoDiesel
Allen Marcus	Hutcheson	GA	GA	2014	Dodge Ram 1500 EcoDiesel
Aaron & Lindsay	Horn	TX	TX	2015	Dodge Ram 1500 EcoDiesel
Brian J	Kellams	IN	IN	2015	Dodge Ram 1500 EcoDiesel
Blake & Susan	Weinstein	CA	CA	2014	Jeep Grand Cherokee EcoDiesel
Donald	Gilman	GA	GA	2016	Dodge Ram 1500 EcoDiesel
Gerald	Roux	TX	TX	2015	Dodge Ram 1500 EcoDiesel
John	Jackson	TX	TX	2015	Dodge Ram 1500 EcoDiesel
Bruce	Ludlow	IN	OH	2014	Dodge Ram 1500 EcoDiesel

Herman Golden & Cheryl	Morovich	LA	LA	2014	Jeep Grand Cherokee EcoDiesel
Robert	Sivori	FL	NY	2014	Dodge Ram 1500 EcoDiesel
Michael	Kasten	WI	MN	2016	Dodge Ram 1500 EcoDiesel
Ashton & Christina	Pace	TX	TX	2016	Dodge Ram 1500 EcoDiesel
Aston & Christina	Pace	TX	TX	2016	Dodge Ram 1500 EcoDiesel
John W	Kentzel	MS	LA	2015	Dodge Ram 1500 EcoDiesel
Harold Douglas	Maynard	KY	OH	2014	Dodge Ram 1500 EcoDiesel
Jimmy	Lanz	OR	OR	2014	Dodge Ram 1500 EcoDiesel
Jimmy	Lanz	OR	OR	2016	Dodge Ram 1500 EcoDiesel
Larry & Dianne	Joachim	WI	WI	2016	Dodge Ram 1500 EcoDiesel
Chason	Pointer	MI	MI	2016	Dodge Ram 1500 EcoDiesel
Steven	Palmer	MO	MO	2014	Dodge Ram 1500 EcoDiesel
Roger	Parker	TN	TN	2016	Dodge Ram 1500 EcoDiesel
Shachar	Cohen	CO	MO	2016	Jeep Grand Cherokee EcoDiesel
John & Susanne	Verretto	AZ	NV	2014	Dodge Ram 1500 EcoDiesel
Gale & Retha	Powell	OK	OK	2015	Dodge Ram 1500 EcoDiesel
Karen Ann	Corbin	MT	MT	2015	Jeep Grand Cherokee EcoDiesel
Gonçalo	Duarte	NJ	NJ	2015	Dodge Ram 1500 EcoDiesel
Adam	Kidd	KY	KY	2016	Dodge Ram 1500 EcoDiesel
Derek & Frances	Minchey	WY	MY	2014	Dodge Ram 1500 EcoDiesel
Kyle W	Dreas	CO	CO	2016	Dodge Ram 1500 EcoDiesel
Patricia	Neves	CT	NJ	2015	Dodge Ram 1500 EcoDiesel
Michael	Moreland	PA	PA	2016	Dodge Ram 1500 EcoDiesel

Salvador	Erivez	AZ	AZ	2016	Dodge Ram 1500 EcoDiesel
Micheas	Vannes	FL	FL	2015	Dodge Ram 1500 EcoDiesel
Pat	Combs	OH	WV	2015	Dodge Ram 1500 EcoDiesel
Russell & Linda	Scaggs	KY	KY	2016	Dodge Ram 1500 EcoDiesel
Michael	Johnson	KY	KY	2016	Dodge Ram 1500 EcoDiesel
Richard	Thomasson	OK	OK	2015	Dodge Ram 1500 EcoDiesel
Miranda Tadlock & Adryan	Debey	NE	NE	2014	Dodge Ram 1500 EcoDiesel
Jeffrey & Keri	Bushaw	NV	WA	2016	Dodge Ram 1500 EcoDiesel
Niles Jeremy	Behler	ID	ID	2015	Dodge Ram 1500 EcoDiesel
Mike	Keenan	NM	NM	2016	Dodge Ram 1500 EcoDiesel
Mike	Keenan	NM	NM	2016	Dodge Ram 1500 EcoDiesel
Martin L.	Ward	IL	NJ	2014	Dodge Ram 1500 EcoDiesel
George A.	Gunther	PA	PA	2015	Jeep Grand Cherokee EcoDiesel
James & Annette	Jarvis	IN	IN	2015	Dodge Ram 1500 EcoDiesel
Sam	Richey	OR	OR	2016	Dodge Ram 1500 EcoDiesel
Sam	Rickey	OR	OR	2016	Dodge Ram 1500 EcoDiesel
Sam	Rickey	OR	OR	2016	Dodge Ram 1500 EcoDiesel
Sam	Rickey	OR	OR	2016	Dodge Ram 1500 EcoDiesel
Sam	Rickey	OR	OR	2016	Dodge Ram 1500 EcoDiesel
Sam	Rickey	OR	OR	2016	Dodge Ram 1500 EcoDiesel
Sam	Rickey	OR	OR	2016	Dodge Ram 1500 EcoDiesel
Sam	Rickey	OR	OR	2016	Dodge Ram 1500 EcoDiesel
Richard	Tomlison	OH	OH	2015	Dodge Ram 1500 EcoDiesel
Jesse	Stoddard	NY	NY	2014	Dodge Ram 1500 EcoDiesel

Willard R. & Victoria L.	Hart	NE	NE	2015	Dodge Ram 1500 EcoDiesel
Ron	Dupree	KY	KY	2015	Dodge Ram 1500 EcoDiesel
Jamie L	Day	NY	NY	2014	Jeep Grand Cherokee EcoDiesel
Christopher M. Forsythe & Linsey M.	Shelton	NY	NY	2015	Dodge Ram 1500 EcoDiesel
John	Ball	PA	PA	2015	Jeep Grand Cherokee EcoDiesel
Jason	Johnson	AZ	AZ	2014	Jeep Grand Cherokee EcoDiesel
Scott	Brophy	VT	NY	2014	Dodge Ram 1500 EcoDiesel
Scott	Brophy	VT	NY	2015	Dodge Ram 1500 EcoDiesel
Roland	Begay	NM	CO	2014	Dodge Ram 1500 EcoDiesel
Kevin Paul	Hare	LA	LA	2015	Dodge Ram 1500 EcoDiesel
Jason	Philaja	WI	Wi	2014	Jeep Grand Cherokee EcoDiesel
Mace	Mcvay	OR	OR	2015	Dodge Ram 1500 EcoDiesel
Sandy & Gina	Badenski	MI	MI	2014	Dodge Ram 1500 EcoDiesel
Kasimir	Kedzierski	IL	IL	2016	Dodge Ram 1500 EcoDiesel
Robert	Troudt	OR	OR	2015	Dodge Ram 1500 EcoDiesel
Richard & Shelly	Green	OK	OK	2015	Dodge Ram 1500 EcoDiesel
Kevin	Stevens	AZ	AZ	2014	Dodge Ram 1500 EcoDiesel
Aaron	Mills	WI	IL	2015	Dodge Ram 1500 EcoDiesel
Charlie	Elliot	OK	OK	2014	Dodge Ram 1500 EcoDiesel
John	Henglefeld	SD	SD	2016	Dodge Ram 1500 EcoDiesel
Carl	Caughman	AR	TX	2015	Dodge Ram 1500 EcoDiesel
Bruce & JoDawn	Chrz	OK	KS	2015	Dodge Ram 1500 EcoDiesel

Josh	Reid	AZ	AZ	2014	Dodge Ram 1500 EcoDiesel
Lawrence	Fox	OH	OH	2016	Jeep Grand Cherokee EcoDiesel
Charles	Bogy	MT	MT	2015	Dodge Ram 1500 EcoDiesel
Brian	Carpenter	VT	VT	2015	Dodge Ram 1500 EcoDiesel
Linda	Lawrence	CA	CA	2015	Dodge Ram 1500 EcoDiesel
Andrew	Bleier	CA	CA	2014	Jeep Grand Cherokee EcoDiesel
Mark	Armstrong	CA	CA	2016	Dodge Ram 1500 EcoDiesel
Billy	Oliver	TX	TX	2015	Dodge Ram 1500 EcoDiesel
Zachary	Oliver	TX	TX	2015	Dodge Ram 1500 EcoDiesel
Dennis Little &	Dianna Wallace	IN	ID	2015	Dodge Ram 1500 EcoDiesel
Darrel C.	Caldwell	TX	TX	2015	Dodge Ram 1500 EcoDiesel
Earl	French	AL	AL	2016	Dodge Ram 1500 EcoDiesel
Michael H & Naneen	Chace-Ortiz	ME	ME	2015	Dodge Ram 1500 EcoDiesel
Dan	Gravitt	GA	GA	2015	Dodge Ram 1500 EcoDiesel
Gaston Barrett & Walton	Stinson	MS	MS	2015	Dodge Ram 1500 EcoDiesel
John D.	Porrizzo	MA	MA	2014	Jeep Grand Cherokee EcoDiesel
Bobby & Petty	Harris	TX	TX	2014	Dodge Ram 1500 EcoDiesel
Eli	Mcclain	AZ	TX	2015	Dodge Ram 1500 EcoDiesel
Wesley S	Catlin	AK	AK	2014	Dodge Ram 1500 EcoDiesel
Joseph	Weis	FL	TX	2015	Dodge Ram 1500 EcoDiesel
Mark & Morgan	Souza	CA	CA	2014	Dodge Ram 1500 EcoDiesel
David	Ngo	CA	CA	2015	Jeep Grand Cherokee EcoDiesel
Robert	Smith	TX	TX	2015	Dodge Ram 1500 EcoDiesel

Elizabeth	Roland	TX	TX	2015	Dodge Ram 1500 EcoDiesel
George	Graham	GA	GA	2015	Dodge Ram 1500 EcoDiesel
James	Radcliff	MS	MS	2016	Dodge Ram 1500 EcoDiesel
Richard & Cindy	Simcox	WY	WY	2016	Dodge Ram 1500 EcoDiesel
Carl	Ehrhart	IN	IN	2015	Dodge Ram 1500 EcoDiesel
Carl	Ehrhart	IN	IN	2014	Jeep Grand Cherokee EcoDiesel
David	Cich	GA	GA	2015	Dodge Ram 1500 EcoDiesel
Damian L	Sigman	CO	GA	2014	Jeep Grand Cherokee EcoDiesel
Jay	Setchell	TX	TX	2014	Dodge Ram 1500 EcoDiesel
Doug	Conrad	CO	CO	2015	Dodge Ram 1500 EcoDiesel
Joseph	Newell	SC	SC	2016	Dodge Ram 1500 EcoDiesel
Nicholas & Samantha	Linde	WY	ID	2015	Dodge Ram 1500 EcoDiesel
Richard A. & Betty L.	Morrow	Al	AL	2014	Dodge Ram 1500 EcoDiesel
David G	Mosby	TX	TX	2015	Dodge Ram 1500 EcoDiesel
Jose Vicente	Pinto	AL	TX	2014	Dodge Ram 1500 EcoDiesel
Ron	Smith	IN	IN	2016	Dodge Ram 1500 EcoDiesel
Michael	Milich	TX	TX	2015	Dodge Ram 1500 EcoDiesel
David	Williamson	IN	IN	2014	Jeep Grand Cherokee EcoDiesel
Mike	Turner	TX	TX	2015	Dodge Ram 1500 EcoDiesel
Adam	Bayless	AL	AL	2015	Dodge Ram 1500 EcoDiesel
Ricky	Jensen	CA	CA	2014	Dodge Ram 1500 EcoDiesel
Frank	Novelli	TX	NM	2015	Dodge Ram 1500 EcoDiesel
Michael & Vanetta	Mund	TX	TX	2015	Dodge Ram 1500 EcoDiesel

Rickey	Pittman	OK	OK	2015	Dodge Ram 1500 EcoDiesel
Steve	Spidal Jr	AK	AK	2016	Dodge Ram 1500 EcoDiesel
Marc Daquila & Melodye	Eldeen	NY	NY	2016	Dodge Ram 1500 EcoDiesel
Allen Lewis	Heffelbower	NC	NC	2016	Dodge Ram 1500 EcoDiesel
Jacquelyn	Lowe	MI	MI	2016	Jeep Grand Cherokee EcoDiesel
William Randolth	Wiggins	NC	NC	2015	Dodge Ram 1500 EcoDiesel
John	D'amato	NY	NJ	2015	Dodge Ram 1500 EcoDiesel
Kurt	Cundiff	OR	OR	2015	Dodge Ram 1500 EcoDiesel
Mark	Schultz	PA	PA	2015	Dodge Ram 1500 EcoDiesel
Laura	Morgan	NC	NC	2016	Dodge Ram 1500 EcoDiesel
Robert H	Reuter	MA	RI	2015	Jeep Grand Cherokee EcoDiesel
Robert H	Reuter	MA	MA	2015	Dodge Ram 1500 EcoDiesel
Alan	Macchi	TX	TX	2014	Dodge Ram 1500 EcoDiesel
Thomas A.	Crenshaw	AL	AL	2015	Dodge Ram 1500 EcoDiesel
Gustavo	Pina	TX	TX	2016	Dodge Ram 1500 EcoDiesel
Christian Parker d/b/a	Line Striping, Inc.	NY	NY	2015	Dodge Ram 1500 EcoDiesel
Christian Parker d/b/a	Line Striping, Inc.	NY	NY	2015	Dodge Ram 1500 EcoDiesel
Christian Parker d/b/a	Line Striping, Inc.	NY	NY	2015	Dodge Ram 1500 EcoDiesel
John	Guarino Jr	PA	PA	2014	Dodge Ram 1500 EcoDiesel
Gregory	Ray	KS	MI	2014	Jeep Grand Cherokee EcoDiesel
Chris & Kimberly	Wilkinson	UT	ID	2016	Dodge Ram 1500 EcoDiesel
Michael	Sutherland	MI	MI	2014	Dodge Ram 1500 EcoDiesel
Tim	Gorgan	VA	NC	2016	Dodge Ram 1500 EcoDiesel

Kip	Coleman	MO	MO	2016	Dodge Ram 1500 EcoDiesel
Ben	Korngold	FL	FL	2014	Dodge Ram 1500 EcoDiesel
Everard	Lewis II	WA	WA	2016	Dodge Ram 1500 EcoDiesel
Chris	Masters	MO	MO	2015	Dodge Ram 1500 EcoDiesel
Kevin	Kerner	ND	IL	2015	Dodge Ram 1500 EcoDiesel
Rebecca	Coburn	NE	NE	2015	Dodge Ram 1500 EcoDiesel
Reginaldo	Medeiros	NY	NY	2014	Jeep Grand Cherokee EcoDiesel
Mark A.	Shackelford	OH	OH	2014	Dodge Ram 1500 EcoDiesel
John	Baker	VA	FL	2015	Dodge Ram 1500 EcoDiesel
Michael	Wahl	PA	WI	2014	Dodge Ram 1500 EcoDiesel
Steve	Paquette	MI	MI	2015	Dodge Ram 1500 EcoDiesel
Jim	Henry	MO	MO	2016	Dodge Ram 1500 EcoDiesel
Mark & Bertha	Jude	KY	KY	2016	Dodge Ram 1500 EcoDiesel
Robert	Montgomery	KS	KS	2016	Dodge Ram 1500 EcoDiesel
Craig	Stout	IA	IA	2015	Dodge Ram 1500 EcoDiesel
Kevin & Elaine	Collier	PA	PA	2014	Dodge Ram 1500 EcoDiesel
Robert Lloyd	Senter	TN	TN	2014	Dodge Ram 1500 EcoDiesel
Keith	Kirby	MO	MO	2014	Dodge Ram 1500 EcoDiesel
Claude & Randy	Stone	MO	MO	2015	Dodge Ram 1500 EcoDiesel
Brian Kirimdar d/b/a	Aquafarm Organics	FL	FL	2015	Dodge Ram 1500 EcoDiesel
Donald	Mollett	MO	MO	2015	Dodge Ram 1500 EcoDiesel
Rick	Cruz	TX	TX	2015	Dodge Ram 1500 EcoDiesel
Troy	Cucurullo	MS	MS	2015	Dodge Ram 1500 EcoDiesel

John	Adams	TX	TX	2015	Dodge Ram 1500 EcoDiesel
Audie	Proctor	TX	TX	2014	Jeep Grand Cherokee EcoDiesel
Ricky	Fields	TX	TX	2015	Dodge Ram 1500 EcoDiesel
Frank	Costanzo	TX	TX	2016	Dodge Ram 1500 EcoDiesel
Cluade	Akley	GA	GA	2014	Dodge Ram 1500 EcoDiesel
Kelly Steely d/b/a	Steely Lease Sales	AL	AL	2014	Dodge Ram 1500 EcoDiesel
David & Amber	Jones	TX	TX	2015	Dodge Ram 1500 EcoDiesel
Carissamae	Frederick	TX	TX	2014	Jeep Grand Cherokee EcoDiesel
Ben	Savino	NY	NY	2015	Dodge Ram 1500 EcoDiesel
Ben	Savino	NY	NY	2015	Dodge Ram 1500 EcoDiesel
Ben	Savino	NY	NY	2016	Dodge Ram 1500 EcoDiesel
Blake	Byrne	OK	OK	2015	Dodge Ram 1500 EcoDiesel
Brad	Hoben	FL	FL	2016	Dodge Ram 1500 EcoDiesel
Brent	Ford	NY	NY	2016	Dodge Ram 1500 EcoDiesel
Cyrus	Garrison	MO	MO	2015	Dodge Ram 1500 EcoDiesel
Daniel	Acker	NY	NY	2014	Dodge Ram 1500 EcoDiesel
Daniel	Welzel	NJ	NJ	2015	Dodge Ram 1500 EcoDiesel
Derrick	Owens	WI	WI	2014	Dodge Ram 1500 EcoDiesel
Domenick Thomas	Ruttura	NY	NY	2016	Jeep Grand Cherokee EcoDiesel
Domenick Thomas	Ruttura	NY	NY	2015	Jeep Grand Cherokee EcoDiesel
Don	Keeney	MO	MO	2014	Dodge Ram 1500 EcoDiesel
Frances & Carl	Roberts	CO	CO	2014	Dodge Ram 1500 EcoDiesel
James & Judy	Drury	TN	AZ	2016	Dodge Ram 1500 EcoDiesel

Jeffrey	Mills	NY	NY	2016	Dodge Ram 1500 EcoDiesel
Jimmy	Haney	MS	MS	2016	Dodge Ram 1500 EcoDiesel
John	Gonzalez	TX	TX	2016	Dodge Ram 1500 EcoDiesel
Joseph	Donchatz	WV	WV	2016	Jeep Grand Cherokee EcoDiesel
Justin	Chandler	NC	NC	2016	Dodge Ram 1500 EcoDiesel
Katie	Mantz	NE	NE	2016	Dodge Ram 1500 EcoDiesel
Keith	Wallum	AR	AR	2016	Dodge Ram 1500 EcoDiesel
Kim	Triplett	MO	MO	2014	Dodge Ram 1500 EcoDiesel
Larry	Rasband	UT	UT	2015	Jeep Grand Cherokee EcoDiesel
Leslie Charles	Tabor	TX	TX	2015	Dodge Ram 1500 EcoDiesel
Margie & Joshua A.	Toler	WV	WV	2016	Jeep Grand Cherokee EcoDiesel
Mildred	Fitts	AL	AL	2015	Dodge Ram 1500 EcoDiesel
Nathan & Tracey	Andrews	KS	KS	2015	Dodge Ram 1500 EcoDiesel
Pete	Pompa	NY	NY	2014	Dodge Ram 1500 EcoDiesel
Richard or Annette	Peterson	AL	AL	2014	Dodge Ram 1500 EcoDiesel
Richie	Harris	AR	AR	2016	Dodge Ram 1500 EcoDiesel
Rodger	Cassat	WA	WA	2015	Dodge Ram 1500 EcoDiesel
Ronald Goca & Maryann	Khayami	HI	HI	2015	Dodge Ram 1500 EcoDiesel
Roxane	Branz	NC	NC	2016	Jeep Grand Cherokee EcoDiesel
Roy	LeNeave	VA	VA	2015	Dodge Ram 1500 EcoDiesel
Russell S. & Desiree G.	Lewis	KS	KS	2014	Jeep Grand Cherokee EcoDiesel
Sandra Lascano & Jaime	Eugenio	FL	FL	2016	Dodge Ram 1500 EcoDiesel
Saska	Voll	MA	MA	2014	Dodge Ram 1500 EcoDiesel

Scott	Carey	MA	MA	2016	Dodge Ram 1500 EcoDiesel
Steve	Staley	ID	ID	2014	Jeep Grand Cherokee EcoDiesel
Terrence	O'Brien	TX	TX	2016	Dodge Ram 1500 EcoDiesel
Thomas	Dluzniewski	MO	MO	2014	Dodge Ram 1500 EcoDiesel
Todd	Ruttura	NY	NY	2016	Jeep Grand Cherokee EcoDiesel
Todd	Ruttura	NY	NY	2016	Dodge Ram 1500 EcoDiesel
Todd	Ruttura	NY	CT	2015	Jeep Grand Cherokee EcoDiesel
Tom & Shawn	Wells	WA	OR	2015	Dodge Ram 1500 EcoDiesel
Travis	Hoyle	TN	KY	2015	Dodge Ram 1500 EcoDiesel
Weldon	Irvin	ID	ID	2016	Dodge Ram 1500 EcoDiesel
William Alfred	Brown, Jr.	FL	FL	2015	Dodge Ram 1500 EcoDiesel
Wade	Kaseberg	OR	OR	2016	Dodge Ram 1500 EcoDiesel
Thomas	Pisano	PA	PA	2014	Jeep Grand Cherokee EcoDiesel
Tim	McGriff	SD	SD	2016	Dodge Ram 1500 EcoDiesel
Steven Michael	Erickson	IL	IL	2015	Dodge Ram 1500 EcoDiesel
Scott	Witherow	WA	ID	2016	Dodge Ram 1500 EcoDiesel
Rodney	Parr	WV	NC	2015	Dodge Ram 1500 EcoDiesel
Raymond	Russell	OK	OK	2016	Dodge Ram 1500 EcoDiesel
Paul Jefferson	Rahaman	NY	NY	2016	Dodge Ram 1500 EcoDiesel
Kenton & Angela	Powell	WI	WI	2015	Dodge Ram 1500 EcoDiesel
Kevin and Danyelle	Ramsey	OR	OR	2015	Dodge Ram 1500 EcoDiesel
Joseph	Brown	NY	NY	2016	Dodge Ram 1500 EcoDiesel
James	Forwood	TX	TX	2015	Dodge Ram 1500 EcoDiesel

Jason & Rebecca	Cornetto	NY	NY	2014	Dodge Ram 1500 EcoDiesel
Jeff and Cynthia	Sullens	MD	OR	2014	Jeep Grand Cherokee EcoDiesel
Gerald	Huiras	PA	VA	2015	Jeep Grand Cherokee EcoDiesel
Jack	Zhe	NY	VA	2014	Jeep Grand Cherokee EcoDiesel
Jacob	Brown	MI	MI	2016	Dodge Ram 1500 EcoDiesel
Dave	Mikkelson	WI	WI	2015	Dodge Ram 1500 EcoDiesel
Dave	Mikkelson	WI	WI	2015	Dodge Ram 1500 EcoDiesel
Dana Traeger & Susan	McKeown	NE	IL	2016	Dodge Ram 1500 EcoDiesel
Chris	Watkins	MI	MI	2015	Dodge Ram 1500 EcoDiesel
Christopher	Collins	GA	GA	2014	Dodge Ram 1500 EcoDiesel
Benjamin and Amanda	Brown	SD	SD	2016	Dodge Ram 1500 EcoDiesel
Bill	Edwards	KY	KY	2015	Dodge Ram 1500 EcoDiesel
AJ	Himmelsbach	PA	PA	2016	Dodge Ram 1500 EcoDiesel
Ignatius and Clara	Gladek	TX	TX	2015	Dodge Ram 1500 EcoDiesel
Lois	Clark	WI	WI	2015	Dodge Ram 1500 EcoDiesel
Sharon	Daily	IN	IN	2016	Dodge Ram 1500 EcoDiesel
John	Brady	AK	AK	2016	Dodge Ram 1500 EcoDiesel
Jimmie James & Tamara	James	CO	CO	2016	Dodge Ram 1500 EcoDiesel
Michael	Paul	NM	NM	2015	Dodge Ram 1500 EcoDiesel
Joseph A	Reynolds	TX	TX	2015	Dodge Ram 1500 EcoDiesel
Nick	Digioia	OH	OH	2014	Dodge Ram 1500 EcoDiesel
Michael	Danielson	TX	TX	2015	Dodge Ram 1500 EcoDiesel
Brandis	Hanson	WV	VA	2015	Dodge Ram 1500 EcoDiesel

Nick	Digioia	OH	OH	2014	Dodge Ram 1500 EcoDiesel
Nick	Digioia	OH	OH	2014	Dodge Ram 1500 EcoDiesel
Nick	Digioia	OH	OH	2014	Dodge Ram 1500 EcoDiesel
Nick	Digioia	OH	OH	2015	Dodge Ram 1500 EcoDiesel
Jackie	Brewer	NM	TX	2014	Dodge Ram 1500 EcoDiesel
Nick	Digioia	OH	OH	2015	Dodge Ram 1500 EcoDiesel
Nick	Digioia	OH	OH	2015	Dodge Ram 1500 EcoDiesel
David	Brown	MI	MI	2016	Dodge Ram 1500 EcoDiesel
Nick	Digioia	OH	OH	2016	Dodge Ram 1500 EcoDiesel
Larry	Dygert	OH	OH	2014	Dodge Ram 1500 EcoDiesel
Kody	Wilhelmi	MI	OH	2015	Dodge Ram 1500 EcoDiesel
Ariel	Medrano	GA	NC	2014	Dodge Ram 1500 EcoDiesel
Sergio	Braga	AL	AL	2014	Dodge Ram 1500 EcoDiesel
Tom	Billing	WI	IL	2014	Jeep Grand Cherokee EcoDiesel
Ron	Ebann	AZ	AZ	2014	Dodge Ram 1500 EcoDiesel
Carl	Culbertson	NY	NY	2014	Dodge Ram 1500 EcoDiesel
Lannis	Allmaras	WA	ID	2014	Dodge Ram 1500 EcoDiesel
Elizabeth Catherine	Dunlap	FL	FL	2014	Dodge Ram 1500 EcoDiesel
Adrienne Dunford and Jason	Blacker	WA	ID	2016	Dodge Ram 1500 EcoDiesel
Daryl	Stark	KY	KY	2015	Dodge Ram 1500 EcoDiesel
Bruce	Simpson	IL	IL	2016	Dodge Ram 1500 EcoDiesel
Kathleen	McCoy	NY	NY	2015	Dodge Ram 1500 EcoDiesel
Robert	Zielinski	TX	TX	2015	Dodge Ram 1500 EcoDiesel

James	Dunn	MO	MO	2015	Dodge Ram 1500 EcoDiesel
Carlos	Cantu	TX	TX	2016	Dodge Ram 1500 EcoDiesel
Scott	Harrington	GA	GA	2015	Dodge Ram 1500 EcoDiesel
Jody Simpson and Leeann	Aills	TX	TX	2014	Dodge Ram 1500 EcoDiesel
Steve and Mallory	Wilson	PA	PA	2015	Dodge Ram 1500 EcoDiesel
Jim	Leavelle	TX	TX	2014	Dodge Ram 1500 EcoDiesel
Leya and Kenneth	Bell	MO	MO	2015	Dodge Ram 1500 EcoDiesel
Daniel	Lopez	MO	MO	2015	Dodge Ram 1500 EcoDiesel
David	Hanson	TX	FL	2014	Dodge Ram 1500 EcoDiesel
Dan	Sadowski	CT	MI	2014	Dodge Ram 1500 EcoDiesel
Doug	Pitchford	IL	IL	2014	Jeep Grand Cherokee EcoDiesel
Kenneth Lynn and Laurie Ann	Drees	IA	NE	2015	Dodge Ram 1500 EcoDiesel
Patrick	Pursel	AR	AR	2016	Dodge Ram 1500 EcoDiesel
Robin	Laskody	WA	WA	2014	Jeep Grand Cherokee EcoDiesel
Michael	Miller	TX	TX	2016	Dodge Ram 1500 EcoDiesel
Nathan	Dawson	AZ	AZ	2015	Dodge Ram 1500 EcoDiesel
Kevin	Cudgma	CT	CT	2016	Dodge Ram 1500 EcoDiesel
Brian	Brown	TX	TX	2014	Jeep Grand Cherokee EcoDiesel
Calvin Ball d/b/a	Tower Construction Co	TN	GA	2014	Dodge Ram 1500 EcoDiesel
Dale M. & Melody Lynn	Ruzicka	MN	MN	2016	Dodge Ram 1500 EcoDiesel
Tomas	Jakubcak	CT	CT	2014	Dodge Ram 1500 EcoDiesel
Tim	Sether	MN	IA	2015	Dodge Ram 1500 EcoDiesel
Travis & Sara	Rose	WI	WI	2015	Dodge Ram 1500 EcoDiesel

Kegan	Ashbrook	PA	WI	2016	Dodge Ram 1500 EcoDiesel
Eugenio & Marsha	Vargas Jr.	FL	FL	2016	Dodge Ram 1500 EcoDiesel
Lawrence & Susan	Swonger	KS	OK	2016	Dodge Ram 1500 EcoDiesel
Joe Pat	Hughes	KY	KY	2016	Dodge Ram 1500 EcoDiesel
David & Jamie	Wright	WI	WI	2014	Jeep Grand Cherokee EcoDiesel
Gordon Doug	Stephens	LA	LA	2014	Dodge Ram 1500 EcoDiesel
Marcus	Kruse	MI	MI	2014	Dodge Ram 1500 EcoDiesel
William D	Ross	AL	AL	2015	Dodge Ram 1500 EcoDiesel
Jordan	Smith	OR	ID	2015	Dodge Ram 1500 EcoDiesel
Dawnetta Janene	Holladay	GA	GA	2014	Jeep Grand Cherokee EcoDiesel
Nicholas	Kein	MN	SD	2015	Dodge Ram 1500 EcoDiesel
Veryl	Adams	IN	IN	2014	Dodge Ram 1500 EcoDiesel
Ken	Levene	SD	IA	2014	Dodge Ram 1500 EcoDiesel
Tylor	Cilione	OR	OR	2015	Jeep Grand Cherokee EcoDiesel
Spencer	Giardini	WI	IL	2016	Jeep Grand Cherokee EcoDiesel
Jay E	Fitzgerald	PA	PA	2014	Dodge Ram 1500 EcoDiesel
Andrew	Bonnett	AZ	AZ	2016	Dodge Ram 1500 EcoDiesel
Terrie	Peay	TN	TN	2015	Dodge Ram 1500 EcoDiesel
Roberto	Martinez	TX	TX	2016	Dodge Ram 1500 EcoDiesel
Steve & Jill	Aman	IA	IA	2015	Dodge Ram 1500 EcoDiesel
William	Jones	CO	SC	2015	Jeep Grand Cherokee EcoDiesel
Collin	Hale	TX	TX	2016	Dodge Ram 1500 EcoDiesel
Willie	Sekel	WI	WI	2015	Dodge Ram 1500 EcoDiesel

Robert	Perron III	MA	CT	2015	Dodge Ram 1500 EcoDiesel
Kevin	Sanders	LA	AK	2016	Dodge Ram 1500 EcoDiesel
Ryan	Lahaie	MI	MI	2016	Dodge Ram 1500 EcoDiesel
Brian	Pieper	MN	MN	2016	Dodge Ram 1500 EcoDiesel
Robert	Lionel	TX	TX	2014	Jeep Grand Cherokee EcoDiesel
Michael	Schrader	NY	NY	2016	Dodge Ram 1500 EcoDiesel
Benjamin F.	Holt Jr.	LA	LA	2016	Dodge Ram 1500 EcoDiesel
Jeremy Stevens d/b/a	JJ Floring	ID	ID	2016	Dodge Ram 1500 EcoDiesel
Debra & Ronnie	Creed	NC	NC	2016	Dodge Ram 1500 EcoDiesel
Thomas	Snyder	WV	WV	2015	Dodge Ram 1500 EcoDiesel
Brad	Smith	TX	TX	2016	Dodge Ram 1500 EcoDiesel
William & Marlene	Loewen	FL	FL	2015	Dodge Ram 1500 EcoDiesel
Paul & Angela	Miller	IL	WI	2014	Jeep Grand Cherokee EcoDiesel
Jack & Debra	Heylmann	IN	IN	2015	Dodge Ram 1500 EcoDiesel
Bryan	Emilius	PA	NJ	2016	Dodge Ram 1500 EcoDiesel
Ruthanna Taylor & Zachary	Buchanan	MO	MO	2015	Dodge Ram 1500 EcoDiesel

34. Plaintiff, Michael Barton Batman (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Iowa, residing in the City of Monticello, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about January 25, 2017, at Dan Deery Motor Co., an authorized FCA dealer in Waterloo, Iowa. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the

1 Subject Vehicles were represented as environmentally friendly, having low emissions and good
2 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
3 When Plaintiff went to Dan Deery Motor Co. to purchase the Subject Vehicle, the sales associate
4 touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance.
5 These representations, along with the advertised fuel economy, were among the primary reasons
6 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
7 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
8 and above legal limits. Nor was Plaintiff aware that the Subject Vehicle was equipped with
9 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
10 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
11 would have paid less for it, had he/she known that it did not comply with emission standards; that
12 its emission treatment system was designed to de-activate during real-world driving conditions;
13 and that it could not achieve the advertised towing power, performance, and/or fuel economy
14 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
15 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
16 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

17 35. Plaintiff, Andrew Rogers (for the purpose of this paragraph, "Plaintiff"), a citizen
18 of the State of Colorado, residing in the City of Colorado Springs, bought a 2014 Jeep Grand
19 Cherokees EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about
20 November 21, 2014, at Bob Allen Motor Mall, an authorized FCA dealer in Danville, Kentucky.
21 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
22 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep
23 website, on which the Subject Vehicles were represented as environmentally friendly, having low

1 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
2 Subject Vehicles. When Plaintiff went to Bob Allen Motor Mall to purchase the Subject Vehicle,
3 the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy
4 and performance. These representations, along with the advertised fuel economy, were among the
5 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
6 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
7 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
8 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
9 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
10 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
11 standards; that its emission treatment system was designed to de-activate during real-world driving
12 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
13 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
14 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
15 or would have paid less for it, had Defendants not concealed the unauthorized emission control
16 devices.

17 36. Plaintiff, Andrew Rogers (for the purpose of this paragraph, "Plaintiff"), a citizen
18 of the State of Colorado, residing in the City of Colorado Springs, bought a 2014 Jeep Grand
19 Cherokee EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about
20 August 11, 2018, at Perkins Motors, an authorized FCA dealer in Colorado Springs, Colorado.
21 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
22 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep
23 website, on which the Subject Vehicles were represented as environmentally friendly, having low

1 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
2 Subject Vehicles. When Plaintiff went to Perkins Motors to purchase the Subject Vehicle, the
3 sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
4 performance. These representations, along with the advertised fuel economy, were among the
5 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
6 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
7 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
8 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
9 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
10 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
11 standards; that its emission treatment system was designed to de-activate during real-world driving
12 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
13 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
14 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
15 or would have paid less for it, had Defendants not concealed the unauthorized emission control
16 devices.

17 37. Plaintiff, Andrew Steele (for the purpose of this paragraph, "Plaintiff"), a citizen
18 of the State of South Carolina, residing in the City of Pawley's Island, bought a 2015 Dodge Ram
19 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about April 27,
20 2015, at Addys Harbor Dodge, an authorized FCA dealer in Myrtle Beach, South Carolina.
21 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
22 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
23 website, on which the Subject Vehicles were represented as environmentally friendly, having low

1 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
2 Subject Vehicles. When Plaintiff went to Addys Harbor Dodge to purchase the Subject Vehicle,
3 the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy
4 and performance. These representations, along with the advertised fuel economy, were among the
5 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
6 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
7 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
8 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
9 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
10 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
11 standards; that its emission treatment system was designed to de-activate during real-world driving
12 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
13 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
14 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
15 or would have paid less for it, had Defendants not concealed the unauthorized emission control
16 devices.

17 38. Plaintiff, Andrew Curtis & Mimi Elizabeth Reid (for the purpose of this paragraph,
18 "Plaintiff"), citizens of the State of South Caroling, residing in the City of Simpsonville, bought a
19 2016 Jeep Grand Cherokee EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle")
20 on or about July 15, 2016, at Northwest Jeep, an authorized FCA dealer in Beaverton, Oregon.
21 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
22 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep
23 website, on which the Subject Vehicles were represented as environmentally friendly, having low

1 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
2 Subject Vehicles. When Plaintiff went to Northwest Jeep to purchase the Subject Vehicle, the
3 sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
4 performance. These representations, along with the advertised fuel economy, were among the
5 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
6 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
7 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
8 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
9 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
10 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
11 standards; that its emission treatment system was designed to de-activate during real-world driving
12 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
13 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
14 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
15 or would have paid less for it, had Defendants not concealed the unauthorized emission control
16 devices.

17 39. Plaintiff, Andy Twork (for the purpose of this paragraph, "Plaintiff"), a citizen of
18 the State of Michigan, residing in the City of Holton, leased a 2016 Dodge Ram 1500 EcoDiesel®
19 (for the purpose of this paragraph, the "Subject Vehicle") on or about May 1, 2016, at Lakeshore
20 Chrysler Jeep Dodge Ram, an authorized FCA dealer in Montague, Michigan. Plaintiff decided to
21 buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle
22 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
23 Subject Vehicles were represented as environmentally friendly, having low emissions and good

1 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
2 When Plaintiff went to Lakeshore Chrysler Jeep Dodge Ram to lease the Subject Vehicle, the sales
3 associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
4 performance. These representations, along with the advertised fuel economy, were among the
5 primary reasons Plaintiff chose the Subject Vehicle. At the time of lease, Plaintiff did not know
6 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
7 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
8 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
9 tests and to deceive consumers and regulators. Plaintiff would not have leased the Subject Vehicle,
10 or would have paid less for it, had he/she known that it did not comply with emission standards;
11 that its emission treatment system was designed to de-activate during real-world driving
12 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
13 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
14 proximate result of Defendants' misconduct, and would not have leased the Subject Vehicle, or
15 would have paid less for it, had Defendants not concealed the unauthorized emission control
16 devices.

17 40. Plaintiff, Anne Anderson (for the purpose of this paragraph, "Plaintiff"), a citizen
18 of the State of Minnesota, residing in the City of Hinckley, bought a 2015 Dodge Ram 1500
19 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about May 20, 2015,
20 at Roseville Chrysler Jeep Dodge Ram, an authorized FCA dealer in Roseville, Minnesota.
21 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
22 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
23 website, on which the Subject Vehicles were represented as environmentally friendly, having low

1 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
2 Subject Vehicles. When Plaintiff went to Roseville Chrysler Jeep Dodge Ram to purchase the
3 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
4 its fuel economy and performance. These representations, along with the advertised fuel economy,
5 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
6 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
7 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
8 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
9 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
10 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
11 comply with emission standards; that its emission treatment system was designed to de-activate
12 during real-world driving conditions; and that it could not achieve the advertised towing power,
13 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
14 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
15 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
16 unauthorized emission control devices.

17 41. Plaintiff, Arnold Construction Co., Inc. (for the purpose of this paragraph,
18 "Plaintiff"), a company conducting business in the State of New York, City of Kingston, bought a
19 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on
20 or about October 22, 2015, at Sawyer Motors, an authorized FCA dealer in Saugerties, New York.
21 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
22 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
23 website, on which the Subject Vehicles were represented as environmentally friendly, having low

1 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
2 Subject Vehicles. When Plaintiff went to Sawyer Motors to purchase the Subject Vehicle, the
3 sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
4 performance. These representations, along with the advertised fuel economy, were among the
5 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
6 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
7 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
8 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
9 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
10 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
11 standards; that its emission treatment system was designed to de-activate during real-world driving
12 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
13 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
14 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
15 or would have paid less for it, had Defendants not concealed the unauthorized emission control
16 devices.

17 42. Plaintiff, Arturo Nieves (for the purpose of this paragraph, "Plaintiff"), a citizen of
18 the State of Virginia, residing in the City of Quantico, bought a 2014 Dodge Ram 1500 EcoDiesel®
19 (for the purpose of this paragraph, the "Subject Vehicle") on or about October 5, 2015, at Lustine
20 Chrysler Dodge Jeep Ram, an authorized FCA dealer in Woodbridge, Virginia. Plaintiff decided
21 to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel"
22 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on
23 which the Subject Vehicles were represented as environmentally friendly, having low emissions

1 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
2 Vehicles. When Plaintiff went to Lustine Chrysler Dodge Jeep Ram to purchase the Subject
3 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
4 economy and performance. These representations, along with the advertised fuel economy, were
5 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
6 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
7 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
8 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
9 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
10 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
11 emission standards; that its emission treatment system was designed to de-activate during real-
12 world driving conditions; and that it could not achieve the advertised towing power, performance,
13 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
14 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
15 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
16 control devices.

17 43. Plaintiff, Autry Hall (for the purpose of this paragraph, "Plaintiff"), a citizen of the
18 State of Alabama, residing in the City of Brewton, bought a 2015 Dodge Ram 1500 EcoDiesel®
19 (for the purpose of this paragraph, the "Subject Vehicle") on or about September 29, 2015, at
20 Sandy Sansing, an authorized FCA dealer in Milton, Florida. Plaintiff decided to buy the Subject
21 Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced
22 emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject
23 Vehicles were represented as environmentally friendly, having low emissions and good fuel

1 economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When
2 Plaintiff went to Sandy Sansing to purchase the Subject Vehicle, the sales associate touted the
3 Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
4 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
5 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
6 could perform as advertised only by emitting NOx at levels that are greater than advertised and
7 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
8 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
9 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
10 would have paid less for it, had he/she known that it did not comply with emission standards; that
11 its emission treatment system was designed to de-activate during real-world driving conditions;
12 and that it could not achieve the advertised towing power, performance, and/or fuel economy
13 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
14 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
15 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

16 44. Plaintiff, Bert Dodge (for the purpose of this paragraph, "Plaintiff"), a citizen of
17 the State of New York, residing in the City of Stillwater, bought a 2014 Dodge Ram 1500
18 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about October 1, 2014,
19 at Nemer Chrysler Jeep Dodge Ram of Saratoga, an authorized FCA dealer in Saratoga, New York.
20 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
21 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
22 website, on which the Subject Vehicles were represented as environmentally friendly, having low
23 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the

1 Subject Vehicles. When Plaintiff went to Nemer Chrysler Jeep Dodge Ram of Saratoga to
2 purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel®
3 attributes, including its fuel economy and performance. These representations, along with the
4 advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At
5 the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised
6 only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was
7 Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized
8 emission control devices designed to cheat emission tests and to deceive consumers and regulators.
9 Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she
10 known that it did not comply with emission standards; that its emission treatment system was
11 designed to de-activate during real-world driving conditions; and that it could not achieve the
12 advertised towing power, performance, and/or fuel economy without cheating emission tests.
13 Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct,
14 and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants
15 not concealed the unauthorized emission control devices.

16 45. Plaintiff, Bill Bilicki (for the purpose of this paragraph, "Plaintiff"), a citizen of the
17 State of Ohio, residing in the City of Youngstown, bought a 2014 Dodge Ram 1500 EcoDiesel®
18 (for the purpose of this paragraph, the "Subject Vehicle") on or about August 1, 2015, at
19 Columbiana Chrysler Jeep Dodge Ram, an authorized FCA dealer in Columbiana, Ohio. Plaintiff
20 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
21 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
22 website, on which the Subject Vehicles were represented as environmentally friendly, having low
23 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the

1 Subject Vehicles. When Plaintiff went to Columbiana Chrysler Jeep Dodge Ram to purchase the
2 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
3 its fuel economy and performance. These representations, along with the advertised fuel economy,
4 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
5 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
6 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
7 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
8 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
9 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
10 comply with emission standards; that its emission treatment system was designed to de-activate
11 during real-world driving conditions; and that it could not achieve the advertised towing power,
12 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
13 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
14 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
15 unauthorized emission control devices.

16 46. Plaintiff, Brad W. Lines (for the purpose of this paragraph, "Plaintiff"), a citizen of
17 the State of Arizona, residing in the City of Surprise, bought a 2016 Dodge Ram 1500 EcoDiesel®
18 (for the purpose of this paragraph, the "Subject Vehicle") on or about February 27, 2016, at
19 Maddox Motor Co., an authorized FCA dealer in Sidney, Nebraska. Plaintiff decided to buy the
20 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
21 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
22 Subject Vehicles were represented as environmentally friendly, having low emissions and good
23 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.

1 When Plaintiff went to Maddox Motor Co. to purchase the Subject Vehicle, the sales associate
2 touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance.
3 These representations, along with the advertised fuel economy, were among the primary reasons
4 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
5 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
6 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
7 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
8 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
9 would have paid less for it, had he/she known that it did not comply with emission standards; that
10 its emission treatment system was designed to de-activate during real-world driving conditions;
11 and that it could not achieve the advertised towing power, performance, and/or fuel economy
12 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
13 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
14 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

15 47. Plaintiff, Brenda Dokmonovich (for the purpose of this paragraph, "Plaintiff"), a
16 citizen of the State of Nebraska, residing in the City of Omaha, bought a 2014 Dodge Ram 1500
17 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about July 18, 2015,
18 at Baxter, an authorized FCA dealer in Omaha, Nebraska. Plaintiff decided to buy the Subject
19 Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced
20 emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject
21 Vehicles were represented as environmentally friendly, having low emissions and good fuel
22 economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When
23 Plaintiff went to Baxter to purchase the Subject Vehicle, the sales associate touted the Subject

1 Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
2 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
3 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
4 could perform as advertised only by emitting NOx at levels that are greater than advertised and
5 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
6 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
7 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
8 would have paid less for it, had she/he/she known that it did not comply with emission standards;
9 that its emission treatment system was designed to de-activate during real-world driving
10 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
11 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
12 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
13 or would have paid less for it, had Defendants not concealed the unauthorized emission control
14 devices.

15 48. Plaintiff, Brent Smith (for the purpose of this paragraph, "Plaintiff"), a citizen of
16 the State of Minnesota, residing in the City of Mantorville, bought a 2015 Dodge Ram 1500
17 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 30, 2015,
18 at Alma Chrysler, an authorized FCA dealer in Alma, Michigan. Plaintiff decided to buy the
19 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
20 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
21 Subject Vehicles were represented as environmentally friendly, having low emissions and good
22 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
23 When Plaintiff went to Alama Chrysler to purchase the Subject Vehicle, the sales associate touted

1 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
2 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
3 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
4 could perform as advertised only by emitting NOx at levels that are greater than advertised and
5 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
6 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
7 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
8 would have paid less for it, had he/she known that it did not comply with emission standards; that
9 its emission treatment system was designed to de-activate during real-world driving conditions;
10 and that it could not achieve the advertised towing power, performance, and/or fuel economy
11 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
12 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
13 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

14 49. Plaintiff, Brian & Meredith Quimby (for the purpose of this paragraph, "Plaintiff"),
15 citizens of the State of Kansas, residing in the City of Sublette, bought a 2014 Dodge Ram 1500
16 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about March 29, 2014,
17 at Marmie Chrysler Dodge Jeep Ram, an authorized FCA dealer in Great Bend, Kansas. Plaintiff
18 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
19 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
20 website, on which the Subject Vehicles were represented as environmentally friendly, having low
21 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
22 Subject Vehicles. When Plaintiff went to Marmie Chrysler Dodge Jeep Ram to purchase the
23 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including

1 its fuel economy and performance. These representations, along with the advertised fuel economy,
2 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
3 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
4 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
5 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
6 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
7 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
8 comply with emission standards; that its emission treatment system was designed to de-activate
9 during real-world driving conditions; and that it could not achieve the advertised towing power,
10 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
11 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
12 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
13 unauthorized emission control devices.

14 50. Plaintiff, Brian & Kim Way (for the purpose of this paragraph, "Plaintiff"), citizens
15 of the State of Arizona, residing in the City of McCrory, bought a 2015 Dodge Ram 1500
16 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about May 12, 2017
17 at Frank Fletcher Dodge Chrysler Jeep, an authorized FCA dealer in Sherwood, Arizona. Plaintiff
18 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
19 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
20 website, on which the Subject Vehicles were represented as environmentally friendly, having low
21 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
22 Subject Vehicles. When Plaintiff went to Frank Fletcher Dodge Chrysler Jeep to purchase the
23 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including

1 its fuel economy and performance. These representations, along with the advertised fuel economy,
2 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
3 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
4 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
5 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
6 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
7 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
8 comply with emission standards; that its emission treatment system was designed to de-activate
9 during real-world driving conditions; and that it could not achieve the advertised towing power,
10 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
11 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
12 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
13 unauthorized emission control devices.

14 51. Plaintiff, Brian Barker (for the purpose of this paragraph, "Plaintiff"), a citizen of
15 the State of Kansas, residing in the City of Haysville, bought a 2016 Dodge Ram 1500 EcoDiesel®
16 (for the purpose of this paragraph, the "Subject Vehicle") on or about April 9, 2016, at Eddy's
17 Chrysler Dodge Jeep Ram, an authorized FCA dealer in Wichita, Kansas. Plaintiff decided to buy
18 the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
19 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
20 Subject Vehicles were represented as environmentally friendly, having low emissions and good
21 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
22 When Plaintiff went to Eddy's Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the
23 sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and

1 performance. These representations, along with the advertised fuel economy, were among the
2 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
3 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
4 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
5 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
6 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
7 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
8 standards; that its emission treatment system was designed to de-activate during real-world driving
9 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
10 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
11 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
12 or would have paid less for it, had Defendants not concealed the unauthorized emission control
13 devices.

14 52. Plaintiff, Brittney Olsen (for the purpose of this paragraph, "Plaintiff"), a citizen of
15 the State of Nebraska, residing in the City of Daykin, bought a 2015 Jeep Grand Cherokee
16 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 8, 2015,
17 at Performance Dodge, an authorized FCA dealer in Lincoln Nebraska. Plaintiff decided to buy
18 the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
19 reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the
20 Subject Vehicles were represented as environmentally friendly, having low emissions and good
21 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
22 When Plaintiff went to Performance Dodge to purchase the Subject Vehicle, the sales associate
23 touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance.

1 These representations, along with the advertised fuel economy, were among the primary reasons
2 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
3 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
4 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
5 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
6 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
7 would have paid less for it, had he/she known that it did not comply with emission standards; that
8 its emission treatment system was designed to de-activate during real-world driving conditions;
9 and that it could not achieve the advertised towing power, performance, and/or fuel economy
10 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
11 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
12 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

13 53. Plaintiff, Bruce Bolen (for the purpose of this paragraph, "Plaintiff"), a citizen of
14 the State of Kansas, residing in the City of Sharon Springs, bought a 2016 Dodge Ram 1500
15 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about May 30, 2016,
16 at Colorado Spring Dodge, an authorized FCA dealer in Colorado Springs, Colorado. Plaintiff
17 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
18 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
19 website, on which the Subject Vehicles were represented as environmentally friendly, having low
20 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
21 Subject Vehicles. When Plaintiff went to Colorado Spring Dodge to purchase the Subject Vehicle,
22 the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy
23 and performance. These representations, along with the advertised fuel economy, were among the

1 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
2 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
3 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
4 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
5 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
6 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
7 standards; that its emission treatment system was designed to de-activate during real-world driving
8 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
9 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
10 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
11 or would have paid less for it, had Defendants not concealed the unauthorized emission control
12 devices.

13 54. Plaintiff, Bruce Carr (for the purpose of this paragraph, "Plaintiff"), a citizen of the
14 State of Illinois, residing in the City of Winchester, bought a 2016 Dodge Ram 1500 EcoDiesel®
15 (for the purpose of this paragraph, the "Subject Vehicle") on or about September 1, 2016, at Green
16 Dodge, an authorized FCA dealer in Springfield, Illinois. Plaintiff decided to buy the Subject
17 Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced
18 emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject
19 Vehicles were represented as environmentally friendly, having low emissions and good fuel
20 economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When
21 Plaintiff went to Green Dodge to purchase the Subject Vehicle, the sales associate touted the
22 Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
23 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff

1 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
2 could perform as advertised only by emitting NOx at levels that are greater than advertised and
3 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
4 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
5 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
6 would have paid less for it, had he/she known that it did not comply with emission standards; that
7 its emission treatment system was designed to de-activate during real-world driving conditions;
8 and that it could not achieve the advertised towing power, performance, and/or fuel economy
9 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
10 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
11 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

12 55. Plaintiff, Bruce Hassevoort (for the purpose of this paragraph, "Plaintiff"), a citizen
13 of the State of Michigan, residing in the City of Holland, bought a 2015 Dodge Ram 1500
14 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about May 1, 2015,
15 at Zeigler Chrysler Dodge Jeep Ram Fiat Alfa Maserati, an authorized FCA dealer in Grandville,
16 Michigan. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that
17 it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting
18 the Ram website, on which the Subject Vehicles were represented as environmentally friendly,
19 having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials
20 about the Subject Vehicles. When Plaintiff went to Zeigler Chrysler Dodge Jeep Ram Fiat Alfa
21 Maserati to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's
22 EcoDiesel® attributes, including its fuel economy and performance. These representations, along
23 with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject

1 Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as
2 advertised only by emitting NOx at levels that are greater than advertised and above legal limits.
3 Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and
4 unauthorized emission control devices designed to cheat emission tests and to deceive consumers
5 and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less
6 for it, had he/she known that it did not comply with emission standards; that its emission treatment
7 system was designed to de-activate during real-world driving conditions; and that it could not
8 achieve the advertised towing power, performance, and/or fuel economy without cheating
9 emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of
10 Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid
11 less for it, had Defendants not concealed the unauthorized emission control devices.

12 56. Plaintiff, Bryan Thompson (for the purpose of this paragraph, "Plaintiff"), a citizen
13 of the State of Michigan, residing in the City of Flushing, bought a 2016 Dodge Ram 1500
14 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about November 10,
15 2017 at Dick Scott, an authorized FCA dealer in Fowlerville, Michigan. Plaintiff decided to buy
16 the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
17 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
18 Subject Vehicles were represented as environmentally friendly, having low emissions and good
19 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
20 When Plaintiff went to Dick Scott to purchase the Subject Vehicle, the sales associate touted the
21 Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
22 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
23 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle

1 could perform as advertised only by emitting NOx at levels that are greater than advertised and
2 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
3 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
4 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
5 would have paid less for it, had he/she known that it did not comply with emission standards; that
6 its emission treatment system was designed to de-activate during real-world driving conditions;
7 and that it could not achieve the advertised towing power, performance, and/or fuel economy
8 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
9 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
10 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

11 57. Plaintiff, Camelo Guzman (for the purpose of this paragraph, "Plaintiff"), a citizen
12 of the State of Michigan, residing in the City of Detroit, leased a 2015 Dodge Ram 1500
13 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about November 1,
14 2015, at Snethkamp, an authorized FCA dealer in Redford, Michigan. Plaintiff decided to buy the
15 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
16 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
17 Subject Vehicles were represented as environmentally friendly, having low emissions and good
18 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
19 When Plaintiff went to Snethkamp to lease the Subject Vehicle, the sales associate touted the
20 Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
21 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
22 chose the Subject Vehicle. At the time of lease, Plaintiff did not know that the Subject Vehicle
23 could perform as advertised only by emitting NOx at levels that are greater than advertised and

1 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
2 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
3 deceive consumers and regulators. Plaintiff would not have leased the Subject Vehicle, or would
4 have paid less for it, had he/she known that it did not comply with emission standards; that its
5 emission treatment system was designed to de-activate during real-world driving conditions; and
6 that it could not achieve the advertised towing power, performance, and/or fuel economy without
7 cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of
8 Defendants' misconduct, and would not have leased the Subject Vehicle, or would have paid less
9 for it, had Defendants not concealed the unauthorized emission control devices.

10 58. Plaintiff, Carl Davis (for the purpose of this paragraph, "Plaintiff"), a citizen of the
11 State of Virginia, residing in the City of Brookneal, bought a 2016 Dodge Ram 1500 EcoDiesel®
12 (for the purpose of this paragraph, the "Subject Vehicle") on or about July 1, 2016, at Billy Craft
13 Chrysler Dodge Jeep Ram, an authorized FCA dealer in Lynchburg, Virginia. Plaintiff decided to
14 buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle
15 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
16 Subject Vehicles were represented as environmentally friendly, having low emissions and good
17 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
18 When Plaintiff went to Billy Craft Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the
19 sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
20 performance. These representations, along with the advertised fuel economy, were among the
21 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
22 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
23 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was

1 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
2 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
3 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
4 standards; that its emission treatment system was designed to de-activate during real-world driving
5 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
6 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
7 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
8 or would have paid less for it, had Defendants not concealed the unauthorized emission control
9 devices.

10 59. Plaintiff, Casey Sauerhage (for the purpose of this paragraph, "Plaintiff"), a citizen
11 of the State of Illinois, residing in the City of Sparta, bought a 2016 Dodge Ram 1500 EcoDiesel®
12 (for the purpose of this paragraph, the "Subject Vehicle") on or about October 25, 2016, at Franklin
13 Chrysler Dodge Jeep Ram, an authorized FCA dealer in Franklin, Tennessee. Plaintiff decided to
14 buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle
15 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
16 Subject Vehicles were represented as environmentally friendly, having low emissions and good
17 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
18 When Plaintiff went to Franklin Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the
19 sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
20 performance. These representations, along with the advertised fuel economy, were among the
21 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
22 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
23 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was

1 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
2 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
3 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
4 standards; that its emission treatment system was designed to de-activate during real-world driving
5 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
6 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
7 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
8 or would have paid less for it, had Defendants not concealed the unauthorized emission control
9 devices.

10 60. Plaintiff, Chad Kaltenbach (for the purpose of this paragraph, "Plaintiff"), a citizen
11 of the State of South Dakota, residing in the City of Martin, bought a 2014 Dodge Ram 1500
12 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about October 2, 2017
13 at Aberdeen Chrysler Center, an authorized FCA dealer in Aberdeen, South Dakota. Plaintiff
14 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
15 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
16 website, on which the Subject Vehicles were represented as environmentally friendly, having low
17 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
18 Subject Vehicles. When Plaintiff went to Aberdeen Chrysler Center to purchase the Subject
19 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
20 economy and performance. These representations, along with the advertised fuel economy, were
21 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
22 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
23 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject

1 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
2 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
3 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
4 emission standards; that its emission treatment system was designed to de-activate during real-
5 world driving conditions; and that it could not achieve the advertised towing power, performance,
6 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
7 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
8 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
9 control devices.

10 61. Plaintiff, Chad & Jennifer Johnson (for the purpose of this paragraph, "Plaintiff"),
11 citizens of the State of Minnesota, residing in the City of Winnebago, bought a 2016 Dodge Ram
12 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about July 23,
13 2018 at Domko, an authorized FCA dealer in Northfield, Minnesota. Plaintiff decided to buy the
14 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
15 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
16 Subject Vehicles were represented as environmentally friendly, having low emissions and good
17 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
18 When Plaintiff went to Domko to purchase the Subject Vehicle, the sales associate touted the
19 Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
20 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
21 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
22 could perform as advertised only by emitting NOx at levels that are greater than advertised and
23 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with

1 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
2 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
3 would have paid less for it, had he/she known that it did not comply with emission standards; that
4 its emission treatment system was designed to de-activate during real-world driving conditions;
5 and that it could not achieve the advertised towing power, performance, and/or fuel economy
6 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
7 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
8 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

9 62. Plaintiff, Changping Wei (for the purpose of this paragraph, "Plaintiff"), a citizen
10 of the State of Florida, residing in the City of Florida, bought a 2016 Dodge Ram 1500 EcoDiesel®
11 (for the purpose of this paragraph, the "Subject Vehicle") on or about March 26, 2016, at Dayton
12 Andrews Dodge, an authorized FCA dealer in St. Petersburg, Florida. Plaintiff decided to buy the
13 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
14 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
15 Subject Vehicles were represented as environmentally friendly, having low emissions and good
16 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
17 When Plaintiff went to Dayton Andrews Dodge to purchase the Subject Vehicle, the sales associate
18 touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance.
19 These representations, along with the advertised fuel economy, were among the primary reasons
20 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
21 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
22 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
23 undisclosed and unauthorized emission control devices designed to cheat emission tests and to

1 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
2 would have paid less for it, had he/she known that it did not comply with emission standards; that
3 its emission treatment system was designed to de-activate during real-world driving conditions;
4 and that it could not achieve the advertised towing power, performance, and/or fuel economy
5 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
6 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
7 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

8 63. Plaintiff, Charles Foschini (for the purpose of this paragraph, "Plaintiff"), a citizen
9 of the State of Florida, residing in the City of Miami, bought a 2014 Jeep Grand Cherokee
10 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about December 1,
11 2013, at Gateway Dodge Orlando, an authorized FCA dealer in Orlando, Florida. Plaintiff decided
12 to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel"
13 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on
14 which the Subject Vehicles were represented as environmentally friendly, having low emissions
15 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
16 Vehicles. When Plaintiff went to Gateway Dodge Orlando to purchase the Subject Vehicle, the
17 sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
18 performance. These representations, along with the advertised fuel economy, were among the
19 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
20 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
21 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
22 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
23 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject

1 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
2 standards; that its emission treatment system was designed to de-activate during real-world driving
3 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
4 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
5 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
6 or would have paid less for it, had Defendants not concealed the unauthorized emission control
7 devices.

8 64. Plaintiff, Terrance Piper (for the purpose of this paragraph, "Plaintiff"), a citizen
9 of the State of Pennsylvania, residing in the City of McKeesport bought a 2015 Dodge Ram 1500
10 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about March 14, 2015,
11 at Jim Shorkey Chrysler Dodge Jeep Ram Fait, an authorized FCA dealer in Irwin, Pennsylvania.
12 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
13 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
14 website, on which the Subject Vehicles were represented as environmentally friendly, having low
15 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
16 Subject Vehicles. When Plaintiff went to Jim Shorkey Chrysler Dodge Jeep Ram Fait to purchase
17 the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes,
18 including its fuel economy and performance. These representations, along with the advertised fuel
19 economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of
20 purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by
21 emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff
22 aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission
23 control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff

1 would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known
2 that it did not comply with emission standards; that its emission treatment system was designed to
3 de-activate during real-world driving conditions; and that it could not achieve the advertised
4 towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has
5 suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would
6 not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not
7 concealed the unauthorized emission control devices.

8 65. Plaintiff, Chris Samuelson (for the purpose of this paragraph, "Plaintiff"), a citizen
9 of the State of North Dakota, residing in the City of Washburn, bought a 2015 Dodge Ram 1500
10 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about August 22, 2017
11 at Wickstrom Chrysler Jeep Dodge Ram, an authorized FCA dealer in Barrington, Illinois. Plaintiff
12 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
13 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
14 website, on which the Subject Vehicles were represented as environmentally friendly, having low
15 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
16 Subject Vehicles. When Plaintiff went to Wickstrom Chrysler Jeep Dodge Ram to purchase the
17 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
18 its fuel economy and performance. These representations, along with the advertised fuel economy,
19 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
20 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
21 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
22 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
23 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have

1 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
2 comply with emission standards; that its emission treatment system was designed to de-activate
3 during real-world driving conditions; and that it could not achieve the advertised towing power,
4 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
5 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
6 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
7 unauthorized emission control devices.

8 66. Plaintiff, Huegerich Farms (for the purpose of this paragraph, "Plaintiff"), doing
9 business in the State of Iowa, in the City of Breda, bought a 2014 Dodge Ram 1500 EcoDiesel®
10 (for the purpose of this paragraph, the "Subject Vehicle") on or about December 18, 2014 at
11 Wittrock Motor Company, an authorized FCA dealer in Carroll, Iowa. Plaintiff decided to buy the
12 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
13 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
14 Subject Vehicles were represented as environmentally friendly, having low emissions and good
15 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
16 When Plaintiff went to Wittrock Motor Company to purchase the Subject Vehicle, the sales
17 associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
18 performance. These representations, along with the advertised fuel economy, were among the
19 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
20 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
21 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
22 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
23 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject

1 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
2 standards; that its emission treatment system was designed to de-activate during real-world driving
3 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
4 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
5 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
6 or would have paid less for it, had Defendants not concealed the unauthorized emission control
7 devices.

8 67. Plaintiff, Huegerich Farms (for the purpose of this paragraph, "Plaintiff"), doing
9 business in the State of Iowa, in the City of Breda, bought a 2016 Dodge Ram 1500 EcoDiesel®
10 (for the purpose of this paragraph, the "Subject Vehicle") on or about February 9, 2016, at Team
11 Ford, an authorized FCA dealer in Deniso, Iowa. Plaintiff decided to buy the Subject Vehicle based
12 in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and
13 fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were
14 represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff
15 also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to
16 Team Ford to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's
17 EcoDiesel® attributes, including its fuel economy and performance. These representations, along
18 with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject
19 Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as
20 advertised only by emitting NOx at levels that are greater than advertised and above legal limits.
21 Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and
22 unauthorized emission control devices designed to cheat emission tests and to deceive consumers
23 and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less

1 for it, had he/she known that it did not comply with emission standards; that its emission treatment
2 system was designed to de-activate during real-world driving conditions; and that it could not
3 achieve the advertised towing power, performance, and/or fuel economy without cheating
4 emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of
5 Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid
6 less for it, had Defendants not concealed the unauthorized emission control devices.

7 68. Plaintiff, Christopher & Michelle Guggemos (for the purpose of this paragraph,
8 "Plaintiff"), citizens of the State of Minnesota, residing in the City of Litchfield, bought a 2015
9 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or
10 about August 3, 2015, at Litchfield Chrysler, an authorized FCA dealer in Litchfield, Minnesota.
11 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
12 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
13 website, on which the Subject Vehicles were represented as environmentally friendly, having low
14 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
15 Subject Vehicles. When Plaintiff went to Litchfield Chrysler to purchase the Subject Vehicle, the
16 sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
17 performance. These representations, along with the advertised fuel economy, were among the
18 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
19 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
20 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
21 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
22 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
23 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission

1 standards; that its emission treatment system was designed to de-activate during real-world driving
2 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
3 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
4 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
5 or would have paid less for it, had Defendants not concealed the unauthorized emission control
6 devices.

7 69. Plaintiff, Christopher Fehr (for the purpose of this paragraph, "Plaintiff"), a citizen
8 of the State of South Carolina, residing in the City of Charleston, bought a 2014 Dodge Ram 1500
9 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about April 14, 2015,
10 at Hendrick Dodge, an authorized FCA dealer in Charleston, South Caroling. Plaintiff decided to
11 buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle
12 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
13 Subject Vehicles were represented as environmentally friendly, having low emissions and good
14 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
15 When Plaintiff went to Hendrick Dodge to purchase the Subject Vehicle, the sales associate touted
16 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
17 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
18 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
19 could perform as advertised only by emitting NOx at levels that are greater than advertised and
20 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
21 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
22 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
23 would have paid less for it, had he/she known that it did not comply with emission standards; that

1 its emission treatment system was designed to de-activate during real-world driving conditions;
2 and that it could not achieve the advertised towing power, performance, and/or fuel economy
3 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
4 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
5 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

6 70. Plaintiff, Clay Cooper (for the purpose of this paragraph, "Plaintiff"), a citizen of
7 the State of Oklahoma, residing in the City of Stroud, bought a 2015 Jeep Grand Cherokee
8 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about May 1, 2016,
9 at Jacksonville Chrysler Jeep Dodge Ram, an authorized FCA dealer in Jacksonville, Florida.
10 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
11 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep
12 website, on which the Subject Vehicles were represented as environmentally friendly, having low
13 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
14 Subject Vehicles. When Plaintiff went to Jacksonville Chrysler Jeep Dodge Ram to purchase the
15 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
16 its fuel economy and performance. These representations, along with the advertised fuel economy,
17 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
18 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
19 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
20 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
21 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
22 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
23 comply with emission standards; that its emission treatment system was designed to de-activate

1 during real-world driving conditions; and that it could not achieve the advertised towing power,
2 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
3 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
4 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
5 unauthorized emission control devices.

6 71. Plaintiff, Robert J Phillips (for the purpose of this paragraph, "Plaintiff"), a citizen
7 of the State of Nevada, residing in the City of Battle Mountain, bought a 2015 Dodge Ram 1500
8 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about July 28, 2018
9 at Rugged Rentals, an authorized FCA dealer in Layton, Utah. Plaintiff decided to buy the Subject
10 Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced
11 emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject
12 Vehicles were represented as environmentally friendly, having low emissions and good fuel
13 economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When
14 Plaintiff went to Rugged Rentals to purchase the Subject Vehicle, the sales associate touted the
15 Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
16 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
17 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
18 could perform as advertised only by emitting NOx at levels that are greater than advertised and
19 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
20 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
21 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
22 would have paid less for it, had he/she known that it did not comply with emission standards; that
23 its emission treatment system was designed to de-activate during real-world driving conditions;

1 and that it could not achieve the advertised towing power, performance, and/or fuel economy
2 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
3 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
4 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

5 72. Plaintiff, Heather Aragon (for the purpose of this paragraph, "Plaintiff"), a citizen
6 of the State of New Mexico, residing in the City of Farmington, bought a 2015 Dodge Ram 1500
7 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about September 24,
8 2015, at Advantage Dodge Chrysler Jeep, an authorized FCA dealer in Wickenburg, Arizona.
9 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
10 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
11 website, on which the Subject Vehicles were represented as environmentally friendly, having low
12 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
13 Subject Vehicles. When Plaintiff went to Advantage Dodge Chrysler Jeep to purchase the Subject
14 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
15 economy and performance. These representations, along with the advertised fuel economy, were
16 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
17 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
18 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
19 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
20 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
21 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
22 emission standards; that its emission treatment system was designed to de-activate during real-
23 world driving conditions; and that it could not achieve the advertised towing power, performance,

1 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
2 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
3 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
4 control devices.

5 73. Plaintiff, Dan Healy (for the purpose of this paragraph, "Plaintiff"), a citizen of the
6 State of Wisconsin, residing in the City of Greenbay, bought a 202015 Dodge Ram 1500
7 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about February 21,
8 2015, at Gandrud, an authorized FCA dealer in Greenbay, Wisconsin. Plaintiff decided to buy the
9 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
10 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
11 Subject Vehicles were represented as environmentally friendly, having low emissions and good
12 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
13 When Plaintiff went to Gandrud to purchase the Subject Vehicle, the sales associate touted the
14 Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
15 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
16 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
17 could perform as advertised only by emitting NOx at levels that are greater than advertised and
18 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
19 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
20 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
21 would have paid less for it, had he/she known that it did not comply with emission standards; that
22 its emission treatment system was designed to de-activate during real-world driving conditions;
23 and that it could not achieve the advertised towing power, performance, and/or fuel economy

1 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
2 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
3 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

4 74. Plaintiff, Daniel McMahon (for the purpose of this paragraph, "Plaintiff"), a citizen
5 of the State of Maryland, residing in the City of Taneytown, bought a 2016 Dodge Ram 1500
6 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about December 16,
7 2016, at Musselmans, an authorized FCA dealer in Catonsville, Maryland. Plaintiff decided to buy
8 the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
9 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
10 Subject Vehicles were represented as environmentally friendly, having low emissions and good
11 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
12 When Plaintiff went to Musselmans to purchase the Subject Vehicle, the sales associate touted the
13 Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
14 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
15 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
16 could perform as advertised only by emitting NOx at levels that are greater than advertised and
17 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
18 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
19 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
20 would have paid less for it, had he/she known that it did not comply with emission standards; that
21 its emission treatment system was designed to de-activate during real-world driving conditions;
22 and that it could not achieve the advertised towing power, performance, and/or fuel economy
23 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate

1 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
2 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

3 75. Plaintiff, Daniel Smith (for the purpose of this paragraph, "Plaintiff"), a citizen of
4 the State of Arizona, residing in the City of Glendale, bought a 2016 Dodge Ram 1500 EcoDiesel®
5 (for the purpose of this paragraph, the "Subject Vehicle") on or about November 8, 2016, at Larry
6 H Miller Chrysler Jeep Dodge Ram, an authorized FCA dealer in Surprise, Arizona. Plaintiff
7 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
8 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
9 website, on which the Subject Vehicles were represented as environmentally friendly, having low
10 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
11 Subject Vehicles. When Plaintiff went to Larry H Miller Chrysler Jeep Dodge Ram to purchase
12 the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes,
13 including its fuel economy and performance. These representations, along with the advertised fuel
14 economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of
15 purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by
16 emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff
17 aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission
18 control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff
19 would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known
20 that it did not comply with emission standards; that its emission treatment system was designed to
21 de-activate during real-world driving conditions; and that it could not achieve the advertised
22 towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has
23 suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would

1 not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not
2 concealed the unauthorized emission control devices.

3 76. Plaintiff, Danny Hill (for the purpose of this paragraph, “Plaintiff”), a citizen of the
4 State of South Carolina, residing in the City of Lake City, bought a 2014 Dodge Ram 1500
5 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about April 1, 2016,
6 at Santee Automotive, an authorized FCA dealer in Manning, South Carolina. Plaintiff decided to
7 buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle
8 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
9 Subject Vehicles were represented as environmentally friendly, having low emissions and good
10 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
11 When Plaintiff went to Santee Automotive to purchase the Subject Vehicle, the sales associate
12 touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance.
13 These representations, along with the advertised fuel economy, were among the primary reasons
14 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
15 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
16 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
17 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
18 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
19 would have paid less for it, had he/she known that it did not comply with emission standards; that
20 its emission treatment system was designed to de-activate during real-world driving conditions;
21 and that it could not achieve the advertised towing power, performance, and/or fuel economy
22 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
23 result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would

1 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

2 77. Plaintiff, Danny Farrell (for the purpose of this paragraph, “Plaintiff”), a citizen of
3 the State of New York, residing in the City of Sound Beach, bought a 2016 Dodge Ram 1500
4 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about February 15,
5 2015, at Smith Haven Ram, an authorized FCA dealer in St. James, New York. Plaintiff decided
6 to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel”
7 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on
8 which the Subject Vehicles were represented as environmentally friendly, having low emissions
9 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
10 Vehicles. When Plaintiff went to Smith Haven Ram to purchase the Subject Vehicle, the sales
11 associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and
12 performance. These representations, along with the advertised fuel economy, were among the
13 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
14 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
15 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
16 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
17 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
18 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
19 standards; that its emission treatment system was designed to de-activate during real-world driving
20 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
21 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
22 proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle,
23 or would have paid less for it, had Defendants not concealed the unauthorized emission control

1 devices.

2 78. Plaintiff, Danny W. Harris II (for the purpose of this paragraph, "Plaintiff"), a
3 citizen of the State of Michigan, residing in the City of Manchester, bought a 2015 Jeep Grand
4 Cherokee EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June
5 2, 2015, at Cueter Chrysler Jeep Dodge Ram, an authorized FCA dealer in Ypsilanti, Michigan.
6 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
7 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep
8 website, on which the Subject Vehicles were represented as environmentally friendly, having low
9 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
10 Subject Vehicles. When Plaintiff went to Cueter Chrysler Jeep Dodge Ram to purchase the Subject
11 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
12 economy and performance. These representations, along with the advertised fuel economy, were
13 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
14 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
15 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
16 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
17 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
18 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
19 emission standards; that its emission treatment system was designed to de-activate during real-
20 world driving conditions; and that it could not achieve the advertised towing power, performance,
21 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
22 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
23 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission

1 control devices.

2 79. Plaintiff, Dariusz Kulon (for the purpose of this paragraph, “Plaintiff”), a citizen of
3 the State of Illinois, residing in the City of Shorewood, bought a 2016 Dodge Ram 1500
4 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about July 29, 2016,
5 at Tyson Ram, an authorized FCA dealer in Shorewood, Illinois. Plaintiff decided to buy the
6 Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e.,
7 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
8 Subject Vehicles were represented as environmentally friendly, having low emissions and good
9 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
10 When Plaintiff went to Tyson Ram to purchase the Subject Vehicle, the sales associate touted the
11 Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These
12 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
13 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
14 could perform as advertised only by emitting NOx at levels that are greater than advertised and
15 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
16 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
17 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
18 would have paid less for it, had he/she known that it did not comply with emission standards; that
19 its emission treatment system was designed to de-activate during real-world driving conditions;
20 and that it could not achieve the advertised towing power, performance, and/or fuel economy
21 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
22 result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would
23 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

1 80. Plaintiff, Samantha Mountford & Darin Illges (for the purpose of this paragraph,
2 “Plaintiff”), citizens of the State of Virginia, residing in the City of Dumfries, bought a 2015 Jeep
3 Grand Cherokee EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about
4 February 8, 2016, at Lustine Chrysler Dodge Jeep Ram, an authorized FCA dealer in Woodbridge,
5 Virginia. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that
6 it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting
7 the Jeep website, on which the Subject Vehicles were represented as environmentally friendly,
8 having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials
9 about the Subject Vehicles. When Plaintiff went to Lustine Chrysler Dodge Jeep Ram to purchase
10 the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes,
11 including its fuel economy and performance. These representations, along with the advertised fuel
12 economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of
13 purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by
14 emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff
15 aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission
16 control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff
17 would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known
18 that it did not comply with emission standards; that its emission treatment system was designed to
19 de-activate during real-world driving conditions; and that it could not achieve the advertised
20 towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has
21 suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would
22 not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not
23 concealed the unauthorized emission control devices.

1 81. Plaintiff, Samantha Mountford & Darrin Illges (for the purpose of this paragraph,
2 “Plaintiff”), citizens of the State of Virginia, residing in the City of Dumfries, bought a 2015 Dodge
3 Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about July
4 10, 2015, at Lustine Chrysler Dodge Jeep Ram, an authorized FCA dealer in Woodbridge,
5 Virginia. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that
6 it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting
7 the Ram website, on which the Subject Vehicles were represented as environmentally friendly,
8 having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials
9 about the Subject Vehicles. When Plaintiff went to Lustine Chrysler Dodge Jeep Ram to purchase
10 the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes,
11 including its fuel economy and performance. These representations, along with the advertised fuel
12 economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of
13 purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by
14 emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff
15 aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission
16 control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff
17 would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known
18 that it did not comply with emission standards; that its emission treatment system was designed to
19 de-activate during real-world driving conditions; and that it could not achieve the advertised
20 towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has
21 suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would
22 not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not
23 concealed the unauthorized emission control devices.

1 82. Plaintiff, David Mitchell (for the purpose of this paragraph, “Plaintiff”), a citizen
2 of the State of Virginia, residing in the City of Chesapeake, bought a 2016 Dodge Ram 1500
3 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about July 15, 2016,
4 at Williamsburg Chrysler, an authorized FCA dealer in Williamsburg, Virginia. Plaintiff decided
5 to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel”
6 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on
7 which the Subject Vehicles were represented as environmentally friendly, having low emissions
8 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
9 Vehicles. When Plaintiff went to Williamsburg Chrysler to purchase the Subject Vehicle, the sales
10 associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and
11 performance. These representations, along with the advertised fuel economy, were among the
12 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
13 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
14 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
15 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
16 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
17 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
18 standards; that its emission treatment system was designed to de-activate during real-world driving
19 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
20 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
21 proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle,
22 or would have paid less for it, had Defendants not concealed the unauthorized emission control
23 devices.

83. Plaintiff, David Scales (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of New Jersey, residing in the City of Williamstown, leased a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about December 5, 2015, at Mt. Ephraim Dodge Ram, an authorized FCA dealer in Mt. Ephraim, New Jersey. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Mt. Ephraim to lease the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of lease, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have leased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have leased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

1 84. Plaintiff, David Duncan (for the purpose of this paragraph, “Plaintiff”), a citizen of
2 the State of North Carolina, residing in the City of Salisbury, bought a 2015 Dodge Ram 1500
3 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about June 16, 2015,
4 at Hendrix, an authorized FCA dealer in Concord, North Carolina. Plaintiff decided to buy the
5 Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e.,
6 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
7 Subject Vehicles were represented as environmentally friendly, having low emissions and good
8 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
9 When Plaintiff went to Hendrix to purchase the Subject Vehicle, the sales associate touted the
10 Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These
11 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
12 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
13 could perform as advertised only by emitting NOx at levels that are greater than advertised and
14 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
15 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
16 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
17 would have paid less for it, had he/she known that it did not comply with emission standards; that
18 its emission treatment system was designed to de-activate during real-world driving conditions;
19 and that it could not achieve the advertised towing power, performance, and/or fuel economy
20 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
21 result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would
22 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

23 85. Plaintiff, David Sexton (for the purpose of this paragraph, “Plaintiff”), a citizen of

1 the State of Missouri, residing in the City of St. Louis, bought a 2014 Dodge Ram 1500
2 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about March 3, 2014,
3 at Royalgate Dodge, an authorized FCA dealer in Ellisville, Missouri. Plaintiff decided to buy the
4 Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e.,
5 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
6 Subject Vehicles were represented as environmentally friendly, having low emissions and good
7 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
8 When Plaintiff went to Royalgate Dodge to purchase the Subject Vehicle, the sales associate touted
9 the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These
10 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
11 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
12 could perform as advertised only by emitting NOx at levels that are greater than advertised and
13 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
14 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
15 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
16 would have paid less for it, had he/she known that it did not comply with emission standards; that
17 its emission treatment system was designed to de-activate during real-world driving conditions;
18 and that it could not achieve the advertised towing power, performance, and/or fuel economy
19 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
20 result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would
21 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

22 86. Plaintiff, David Green (for the purpose of this paragraph, “Plaintiff”), a citizen of
23 the State of Kentucky, residing in the City of Owensboro, bought a 2015 Dodge Ram 1500

1 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about May 20, 2017
2 at Watermark Ford Nissan, an authorized FCA dealer in Madisonville, Kentucky. Plaintiff decided
3 to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel”
4 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on
5 which the Subject Vehicles were represented as environmentally friendly, having low emissions
6 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
7 Vehicles. When Plaintiff went to Watermark Ford Nissan to purchase the Subject Vehicle, the
8 sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and
9 performance. These representations, along with the advertised fuel economy, were among the
10 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
11 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
12 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
13 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
14 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
15 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
16 standards; that its emission treatment system was designed to de-activate during real-world driving
17 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
18 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
19 proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle,
20 or would have paid less for it, had Defendants not concealed the unauthorized emission control
21 devices.

22 87. Plaintiff, David S. Wergen (for the purpose of this paragraph, “Plaintiff”), a citizen
23 of the State of Oregon, residing in the City of Enterprise, bought a 2016 Dodge Ram 1500

1 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about February 15,
2 2017 at Rogers Chrysler Dodge Jeep Ram, an authorized FCA dealer in Lewiston, Idaho. Plaintiff
3 decided to buy the Subject Vehicle based in part on FCA’s representations that it was an
4 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
5 website, on which the Subject Vehicles were represented as environmentally friendly, having low
6 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
7 Subject Vehicles. When Plaintiff went to Rogers Chrysler Dodge Jeep Ram to purchase the
8 Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including
9 its fuel economy and performance. These representations, along with the advertised fuel economy,
10 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
11 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
12 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
13 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
14 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
15 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
16 comply with emission standards; that its emission treatment system was designed to de-activate
17 during real-world driving conditions; and that it could not achieve the advertised towing power,
18 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
19 concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have
20 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
21 unauthorized emission control devices.

22 88. Plaintiff, Deborah & Calvin Stafford (for the purpose of this paragraph,
23 “Plaintiff”), citizens of the State of Tennessee, residing in the City of Lewisburg, bought a 2015

1 Jeep Grand Cherokee EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or
2 about June 2, 2016, at Chrysler Dodge Jeep Ram of Columbia, an authorized FCA dealer in
3 Columbia, Tennessee. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s
4 representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient).
5 Plaintiff recalls visiting the Jeep website, on which the Subject Vehicles were represented as
6 environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls
7 seeing television commercials about the Subject Vehicles. When Plaintiff went to Chrysler Dodge
8 Jeep Ram of Columbia to purchase the Subject Vehicle, the sales associate touted the Subject
9 Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These
10 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
11 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
12 could perform as advertised only by emitting NOx at levels that are greater than advertised and
13 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
14 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
15 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
16 would have paid less for it, had he/she known that it did not comply with emission standards; that
17 its emission treatment system was designed to de-activate during real-world driving conditions;
18 and that it could not achieve the advertised towing power, performance, and/or fuel economy
19 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
20 result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would
21 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

22 89. Plaintiff, Deborah & Calvin Stafford (for the purpose of this paragraph,
23 “Plaintiff”), citizens of the State of Tennessee, residing in the City of Lewisburg, bought a 2016

1 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or
2 about June 14, 2016, at Chrysler Dodge Jeep Ram of Columbia, an authorized FCA dealer in
3 Columbia, Tennessee. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s
4 representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient).
5 Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as
6 environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls
7 seeing television commercials about the Subject Vehicles. When Plaintiff went to Chrysler Dodge
8 Jeep Ram of Columbia to purchase the Subject Vehicle, the sales associate touted the Subject
9 Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These
10 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
11 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
12 could perform as advertised only by emitting NOx at levels that are greater than advertised and
13 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
14 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
15 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
16 would have paid less for it, had he/she known that it did not comply with emission standards; that
17 its emission treatment system was designed to de-activate during real-world driving conditions;
18 and that it could not achieve the advertised towing power, performance, and/or fuel economy
19 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
20 result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would
21 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

22 90. Plaintiff, Debra Severson (for the purpose of this paragraph, “Plaintiff”), a citizen
23 of the State of Montana, residing in the City of Billings, bought a 2015 Dodge Ram 1500

1 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about August 8, 2015,
2 at Chris Nickel Chrysler Jeep Dodge Ram Fiat, an authorized FCA dealer in Broken Arrow,
3 Oklahoma. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations
4 that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls
5 visiting the Ram website, on which the Subject Vehicles were represented as environmentally
6 friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television
7 commercials about the Subject Vehicles. When Plaintiff went to Chris Nickel Chrysler Jeep Dodge
8 Ram Fiat to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s
9 EcoDiesel® attributes, including its fuel economy and performance. These representations, along
10 with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject
11 Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as
12 advertised only by emitting NOx at levels that are greater than advertised and above legal limits.
13 Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and
14 unauthorized emission control devices designed to cheat emission tests and to deceive consumers
15 and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less
16 for it, had he/she known that it did not comply with emission standards; that its emission treatment
17 system was designed to de-activate during real-world driving conditions; and that it could not
18 achieve the advertised towing power, performance, and/or fuel economy without cheating
19 emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of
20 Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid
21 less for it, had Defendants not concealed the unauthorized emission control devices.

22 91. Plaintiff, Dennis Tubridy (for the purpose of this paragraph, “Plaintiff”), a citizen
23 of the State of New York, residing in the City of Ransomville, bought a 2015 Dodge Ram 1500

1 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about August 1, 2015,
2 at Joe Cecconi, an authorized FCA dealer in Niagara Falls, New York. Plaintiff decided to buy the
3 Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e.,
4 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
5 Subject Vehicles were represented as environmentally friendly, having low emissions and good
6 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
7 When Plaintiff went to Joe Cecconi to purchase the Subject Vehicle, the sales associate touted the
8 Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These
9 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
10 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
11 could perform as advertised only by emitting NOx at levels that are greater than advertised and
12 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
13 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
14 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
15 would have paid less for it, had he/she known that it did not comply with emission standards; that
16 its emission treatment system was designed to de-activate during real-world driving conditions;
17 and that it could not achieve the advertised towing power, performance, and/or fuel economy
18 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
19 result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would
20 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

21 92. Plaintiff, Derik Fairchild (for the purpose of this paragraph, “Plaintiff”), a citizen
22 of the State of Florida, residing in the City of Cantonment, bought a 2015 Dodge Ram 1500
23 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about May 1, 2015,

1 at Chatham Ford, an authorized FCA dealer in Chatom, Alabama. Plaintiff decided to buy the
2 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
3 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
4 Subject Vehicles were represented as environmentally friendly, having low emissions and good
5 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
6 When Plaintiff went to Chatham Ford to purchase the Subject Vehicle, the sales associate touted
7 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
8 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
9 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
10 could perform as advertised only by emitting NOx at levels that are greater than advertised and
11 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
12 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
13 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
14 would have paid less for it, had he/she known that it did not comply with emission standards; that
15 its emission treatment system was designed to de-activate during real-world driving conditions;
16 and that it could not achieve the advertised towing power, performance, and/or fuel economy
17 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
18 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
19 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

20 93. Plaintiff, Derrick Sullivan (for the purpose of this paragraph, "Plaintiff"), a citizen
21 of the State of Montana, residing in the City of Roundup, bought a 2015 Dodge Ram 1500
22 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about March 15, 2017
23 at Legacy Chrysler Jeep Dodge Ram, an authorized FCA dealer in Island City, Oregon. Plaintiff

1 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
2 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
3 website, on which the Subject Vehicles were represented as environmentally friendly, having low
4 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
5 Subject Vehicles. When Plaintiff went to Legacy Chrysler Jeep Dodge Ram to purchase the
6 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
7 its fuel economy and performance. These representations, along with the advertised fuel economy,
8 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
9 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
10 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
11 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
12 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
13 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
14 comply with emission standards; that its emission treatment system was designed to de-activate
15 during real-world driving conditions; and that it could not achieve the advertised towing power,
16 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
17 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
18 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
19 unauthorized emission control devices.

20 94. Plaintiff, Dominick Bianchi (for the purpose of this paragraph, "Plaintiff"), a
21 citizen of the State of Florida residing in the City of Land O Lakes, bought a 2016 Dodge Ram
22 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about October
23 10, 2015, at Ferman Chrysler Jeep Dodge, an authorized FCA dealer in Lutz, Florida. Plaintiff

1 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
2 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
3 website, on which the Subject Vehicles were represented as environmentally friendly, having low
4 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
5 Subject Vehicles. When Plaintiff went to Ferman Chrysler Jeep Dodge to purchase the Subject
6 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
7 economy and performance. These representations, along with the advertised fuel economy, were
8 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
9 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
10 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
11 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
12 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
13 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
14 emission standards; that its emission treatment system was designed to de-activate during real-
15 world driving conditions; and that it could not achieve the advertised towing power, performance,
16 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
17 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
18 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
19 control devices.

20 95. Plaintiff. Don & Jackie Walker (for the purpose of this paragraph, "Plaintiff"),
21 citizens of the State of Oklahoma, residing in the City of Minco, bought a 2015 Dodge Ram 1500
22 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about May 27, 2016,
23 at David Stanley Chrysler Dodge Jeep Ram Fiat, an authorized FCA dealer in Midwest, Oklahoma.

1 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
2 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
3 website, on which the Subject Vehicles were represented as environmentally friendly, having low
4 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
5 Subject Vehicles. When Plaintiff went to David Stanley Chrysler Dodge Jeep Ram Fiat to
6 purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel®
7 attributes, including its fuel economy and performance. These representations, along with the
8 advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At
9 the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised
10 only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was
11 Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized
12 emission control devices designed to cheat emission tests and to deceive consumers and regulators.
13 Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she
14 known that it did not comply with emission standards; that its emission treatment system was
15 designed to de-activate during real-world driving conditions; and that it could not achieve the
16 advertised towing power, performance, and/or fuel economy without cheating emission tests.
17 Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct,
18 and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants
19 not concealed the unauthorized emission control devices.

20 96. Plaintiff, Donald Moore (for the purpose of this paragraph, "Plaintiff"), a citizen of
21 the State of New York, residing in the City of Ogdensburg, bought a 2015 Dodge Ram 1500
22 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about October 16,
23 2014, at F.X. Caprara Dodge, an authorized FCA dealer in Alexandria Bay, New York. Plaintiff

1 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
2 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
3 website, on which the Subject Vehicles were represented as environmentally friendly, having low
4 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
5 Subject Vehicles. When Plaintiff went to F.X. Caprara Dodge to purchase the Subject Vehicle,
6 the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy
7 and performance. These representations, along with the advertised fuel economy, were among the
8 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
9 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
10 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
11 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
12 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
13 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
14 standards; that its emission treatment system was designed to de-activate during real-world driving
15 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
16 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
17 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
18 or would have paid less for it, had Defendants not concealed the unauthorized emission control
19 devices.

20 97. Plaintiff, Donald E. & Brenda S. Keith (for the purpose of this paragraph,
21 "Plaintiff"), citizens of the State of Illinois, residing in the City of Mapleton, bought a 2014 Jeep
22 Grand Cherokee EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about
23 March 27, 2014, at Sam Leman Peoria, an authorized FCA dealer in Peoria, Illinois. Plaintiff

1 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
2 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep
3 website, on which the Subject Vehicles were represented as environmentally friendly, having low
4 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
5 Subject Vehicles. When Plaintiff went to Sam Leman Peoria to purchase the Subject Vehicle, the
6 sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
7 performance. These representations, along with the advertised fuel economy, were among the
8 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
9 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
10 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
11 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
12 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
13 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
14 standards; that its emission treatment system was designed to de-activate during real-world driving
15 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
16 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
17 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
18 or would have paid less for it, had Defendants not concealed the unauthorized emission control
19 devices.

20 98. Plaintiff, Donald E. & Brenda S. Keith (for the purpose of this paragraph,
21 "Plaintiff"), citizens of the State of Illinois, residing in the City of Mapleton, bought a 2016 Dodge
22 Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about
23 March 16, 2016, at Sam Leman Peoria, an authorized FCA dealer in Peoria, Illinois. Plaintiff

1 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
2 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
3 website, on which the Subject Vehicles were represented as environmentally friendly, having low
4 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
5 Subject Vehicles. When Plaintiff went to Sam Leman Peoria to purchase the Subject Vehicle, the
6 sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
7 performance. These representations, along with the advertised fuel economy, were among the
8 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
9 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
10 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
11 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
12 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
13 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
14 standards; that its emission treatment system was designed to de-activate during real-world driving
15 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
16 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
17 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
18 or would have paid less for it, had Defendants not concealed the unauthorized emission control
19 devices.

20 99. Plaintiff, Donavin Auld (for the purpose of this paragraph, "Plaintiff"), a citizen of
21 the State of North Carolina, residing in the City of New Bern, bought a 2016 Dodge Ram 1500
22 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about March 27, 2018
23 at Riverside Chrysler Jeep Dodge, an authorized FCA dealer in New Bern, North Carolina.

1 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
2 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
3 website, on which the Subject Vehicles were represented as environmentally friendly, having low
4 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
5 Subject Vehicles. When Plaintiff went to Riverside Chrysler Jeep Dodge to purchase the Subject
6 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
7 economy and performance. These representations, along with the advertised fuel economy, were
8 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
9 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
10 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
11 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
12 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
13 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
14 emission standards; that its emission treatment system was designed to de-activate during real-
15 world driving conditions; and that it could not achieve the advertised towing power, performance,
16 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
17 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
18 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
19 control devices.

20 100. Plaintiff, Doug Merrell (for the purpose of this paragraph, "Plaintiff"), a citizen of
21 the State of Arizona, residing in the City of Gilbert, bought a 2015 Dodge Ram 1500 EcoDiesel®
22 (for the purpose of this paragraph, the "Subject Vehicle") on or about September 1, 2015, at Larry
23 H. Miller Dodge Peoria, an authorized FCA dealer in Peoria, Arizona. Plaintiff decided to buy the

1 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
2 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
3 Subject Vehicles were represented as environmentally friendly, having low emissions and good
4 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
5 When Plaintiff went to Larry H. Miller Dodge Peoria to purchase the Subject Vehicle, the sales
6 associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
7 performance. These representations, along with the advertised fuel economy, were among the
8 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
9 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
10 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
11 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
12 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
13 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
14 standards; that its emission treatment system was designed to de-activate during real-world driving
15 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
16 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
17 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
18 or would have paid less for it, had Defendants not concealed the unauthorized emission control
19 devices.

20 101. Plaintiff, Douglas Thooft (for the purpose of this paragraph, "Plaintiff"), a citizen
21 of the State of Minnesota, residing in the City of Hastings, bought a 2015 Dodge Ram 1500
22 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about April 29, 2016,
23 at Red Wing Automotive Group Inc., an authorized FCA dealer in Red Wing, Minnesota. Plaintiff

1 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
2 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
3 website, on which the Subject Vehicles were represented as environmentally friendly, having low
4 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
5 Subject Vehicles. When Plaintiff went to Red Wing Automotive Group Inc. to purchase the
6 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
7 its fuel economy and performance. These representations, along with the advertised fuel economy,
8 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
9 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
10 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
11 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
12 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
13 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
14 comply with emission standards; that its emission treatment system was designed to de-activate
15 during real-world driving conditions; and that it could not achieve the advertised towing power,
16 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
17 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
18 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
19 unauthorized emission control devices.

20 102. Plaintiff, Douglas L. Bay (for the purpose of this paragraph, "Plaintiff"), a citizen
21 of the State of Colorado, residing in the City of La Junta, bought a 2014 Dodge Ram 1500
22 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about May 26, 2014,
23 at Eddy's Chrysler Dodge Jeep Ram, an authorized FCA dealer in Wichita, Kansas. Plaintiff

1 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
2 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
3 website, on which the Subject Vehicles were represented as environmentally friendly, having low
4 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
5 Subject Vehicles. When Plaintiff went to Eddy's Chrysler Dodge Jeep Ram to purchase the
6 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
7 its fuel economy and performance. These representations, along with the advertised fuel economy,
8 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
9 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
10 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
11 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
12 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
13 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
14 comply with emission standards; that its emission treatment system was designed to de-activate
15 during real-world driving conditions; and that it could not achieve the advertised towing power,
16 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
17 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
18 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
19 unauthorized emission control devices.

20 103. Plaintiff, Dozier Holton L. Browning, III (for the purpose of this paragraph,
21 "Plaintiff"), a citizen of the State of Florida, residing in the City of Gainesville, bought a 2015
22 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or
23 about July 7, 2016, at Thunder Chrysler Dodge Jeep Ram, an authorized FCA dealer in Bartow,

1 Florida. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it
2 was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting
3 the Ram website, on which the Subject Vehicles were represented as environmentally friendly,
4 having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials
5 about the Subject Vehicles. When Plaintiff went to Thunder Chrysler Dodge Jeep Ram to purchase
6 the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes,
7 including its fuel economy and performance. These representations, along with the advertised fuel
8 economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of
9 purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by
10 emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff
11 aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission
12 control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff
13 would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known
14 that it did not comply with emission standards; that its emission treatment system was designed to
15 de-activate during real-world driving conditions; and that it could not achieve the advertised
16 towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has
17 suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would
18 not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not
19 concealed the unauthorized emission control devices.

20 104. Plaintiff, Dustin E. Grate (for the purpose of this paragraph, "Plaintiff"), a citizen
21 of the State of Nevada, residing in the City of Reno, bought a 2015 Jeep Grand Cherokee
22 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about April 8, 2015,
23 at Lithia Chrysler Jeep of Reno, an authorized FCA dealer in Reno, Nevada. Plaintiff decided to

1 buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle
2 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the
3 Subject Vehicles were represented as environmentally friendly, having low emissions and good
4 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
5 When Plaintiff went to Lithia Chrysler Jeep of Reno to purchase the Subject Vehicle, the sales
6 associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
7 performance. These representations, along with the advertised fuel economy, were among the
8 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
9 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
10 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
11 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
12 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
13 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
14 standards; that its emission treatment system was designed to de-activate during real-world driving
15 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
16 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
17 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
18 or would have paid less for it, had Defendants not concealed the unauthorized emission control
19 devices.

20 105. Plaintiff, Dylan Dzuck (for the purpose of this paragraph, "Plaintiff"), a citizen of
21 the State of Washington, residing in the City of Olympia, bought a 2016 Dodge Ram 1500
22 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about October 7, 2016,
23 at Dylan Dzuck, an authorized FCA dealer in Chehalis, Washington. Plaintiff decided to buy the

1 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
2 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
3 Subject Vehicles were represented as environmentally friendly, having low emissions and good
4 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
5 When Plaintiff went to Dylan Dzuck to purchase the Subject Vehicle, the sales associate touted
6 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
7 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
8 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
9 could perform as advertised only by emitting NOx at levels that are greater than advertised and
10 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
11 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
12 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
13 would have paid less for it, had he/she known that it did not comply with emission standards; that
14 its emission treatment system was designed to de-activate during real-world driving conditions;
15 and that it could not achieve the advertised towing power, performance, and/or fuel economy
16 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
17 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
18 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

19 106. Plaintiff, Edward Dampf (for the purpose of this paragraph, "Plaintiff"), a citizen
20 of the State of Illinois, residing in the City of Bonfield, bought a 2015 Dodge Ram 1500
21 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about August 1, 2015,
22 at Tyson Motor Corporation, an authorized FCA dealer in Shorewood, Illinois. Plaintiff decided
23 to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel"

1 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on
2 which the Subject Vehicles were represented as environmentally friendly, having low emissions
3 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
4 Vehicles. When Plaintiff went to Tyson Motor Corporation to purchase the Subject Vehicle, the
5 sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
6 performance. These representations, along with the advertised fuel economy, were among the
7 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
8 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
9 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
10 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
11 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
12 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
13 standards; that its emission treatment system was designed to de-activate during real-world driving
14 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
15 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
16 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
17 or would have paid less for it, had Defendants not concealed the unauthorized emission control
18 devices.

19 107. Plaintiff, Edward Carrier (for the purpose of this paragraph, "Plaintiff"), a citizen
20 of the State of New Hampshire, residing in the City of East Kingston, leased a 2015 Dodge Ram
21 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about August
22 20, 2015, at Foss Motors, an authorized FCA dealer in Exeter, New Hampshire. Plaintiff decided
23 to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel"

1 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on
2 which the Subject Vehicles were represented as environmentally friendly, having low emissions
3 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
4 Vehicles. When Plaintiff went to Foss Motors to lease the Subject Vehicle, the sales associate
5 touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance.
6 These representations, along with the advertised fuel economy, were among the primary reasons
7 Plaintiff chose the Subject Vehicle. At the time of lease, Plaintiff did not know that the Subject
8 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
9 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
10 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
11 deceive consumers and regulators. Plaintiff would not have leased the Subject Vehicle, or would
12 have paid less for it, had he/she known that it did not comply with emission standards; that its
13 emission treatment system was designed to de-activate during real-world driving conditions; and
14 that it could not achieve the advertised towing power, performance, and/or fuel economy without
15 cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of
16 Defendants' misconduct, and would not have leased the Subject Vehicle, or would have paid less
17 for it, had Defendants not concealed the unauthorized emission control devices.

18 108. Plaintiff, Eric Becker (for the purpose of this paragraph, "Plaintiff"), a citizen of
19 the State of Kansas, residing in the City of Handover, bought a 2015 Dodge Ram 1500 EcoDiesel®
20 (for the purpose of this paragraph, the "Subject Vehicle") on or about February 1, 2015, at Davis-
21 Moore Chrysler Dodge Jeep Ram Fiat, an authorized FCA dealer in Wichita, Kansas. Plaintiff
22 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
23 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram

1 website, on which the Subject Vehicles were represented as environmentally friendly, having low
2 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
3 Subject Vehicles. When Plaintiff went to Davis-Moore Chrysler Dodge Jeep Ram Fiat to purchase
4 the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes,
5 including its fuel economy and performance. These representations, along with the advertised fuel
6 economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of
7 purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by
8 emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff
9 aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission
10 control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff
11 would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known
12 that it did not comply with emission standards; that its emission treatment system was designed to
13 de-activate during real-world driving conditions; and that it could not achieve the advertised
14 towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has
15 suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would
16 not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not
17 concealed the unauthorized emission control devices.

18 109. Plaintiff, Eric Busch (for the purpose of this paragraph, "Plaintiff"), a citizen of the
19 State of Missouri, residing in the City of Sullivan, bought a 2014 Dodge Ram 1500 EcoDiesel®
20 (for the purpose of this paragraph, the "Subject Vehicle") on or about September 3, 2014, at
21 Schicker Chrysler Dodge Jeep Ram, an authorized FCA dealer in Washington, Missouri. Plaintiff
22 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
23 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram

1 website, on which the Subject Vehicles were represented as environmentally friendly, having low
2 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
3 Subject Vehicles. When Plaintiff went to Schicker Chrysler Dodge Jeep Ram to purchase the
4 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
5 its fuel economy and performance. These representations, along with the advertised fuel economy,
6 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
7 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
8 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
9 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
10 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
11 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
12 comply with emission standards; that its emission treatment system was designed to de-activate
13 during real-world driving conditions; and that it could not achieve the advertised towing power,
14 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
15 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
16 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
17 unauthorized emission control devices.

18 110. Plaintiff, Erica L. Jeansonne (for the purpose of this paragraph, "Plaintiff"), a
19 citizen of the State of Louisiana, residing in the City of Marksville, bought a 2014 Jeep Grand
20 Cherokee EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about March
21 30, 2016, at Sterling Chrysler Jeep Dodge, an authorized FCA dealer in Opelousas, Louisiana.
22 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
23 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep

1 website, on which the Subject Vehicles were represented as environmentally friendly, having low
2 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
3 Subject Vehicles. When Plaintiff went to Sterling Chrysler Jeep Dodge to purchase the Subject
4 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
5 economy and performance. These representations, along with the advertised fuel economy, were
6 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
7 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
8 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
9 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
10 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
11 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
12 emission standards; that its emission treatment system was designed to de-activate during real-
13 world driving conditions; and that it could not achieve the advertised towing power, performance,
14 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
15 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
16 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
17 control devices.

18 111. Plaintiff, Erick Lore (for the purpose of this paragraph, "Plaintiff"), a citizen of the
19 State of New York, residing in the City of Lindenhurst, bought a 2016 Dodge Ram 1500
20 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about January 15,
21 2017 at Ity Dodge Chrysler Jeep Ram, an authorized FCA dealer in Amityville, New York.
22 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
23 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram

1 website, on which the Subject Vehicles were represented as environmentally friendly, having low
2 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
3 Subject Vehicles. When Plaintiff went to Ity Dodge Chrysler Jeep Ram to purchase the Subject
4 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
5 economy and performance. These representations, along with the advertised fuel economy, were
6 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
7 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
8 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
9 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
10 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
11 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
12 emission standards; that its emission treatment system was designed to de-activate during real-
13 world driving conditions; and that it could not achieve the advertised towing power, performance,
14 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
15 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
16 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
17 control devices.

18 112. Plaintiff, Frank & Lisa Meyers (for the purpose of this paragraph, "Plaintiff"),
19 citizens of the State of Oregon, residing in the City of Wallowa, bought a 2016 Dodge Ram 1500
20 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about May 18, 2016,
21 at Smolich Motors, an authorized FCA dealer in Bend, Oregon. Plaintiff decided to buy the Subject
22 Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced
23 emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject

1 Vehicles were represented as environmentally friendly, having low emissions and good fuel
2 economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When
3 Plaintiff went to Smolich Motors to purchase the Subject Vehicle, the sales associate touted the
4 Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
5 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
6 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
7 could perform as advertised only by emitting NOx at levels that are greater than advertised and
8 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
9 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
10 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
11 would have paid less for it, had he/she known that it did not comply with emission standards; that
12 its emission treatment system was designed to de-activate during real-world driving conditions;
13 and that it could not achieve the advertised towing power, performance, and/or fuel economy
14 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
15 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
16 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

17 113. Plaintiff, Gary Wainwright (for the purpose of this paragraph, "Plaintiff"), a citizen
18 of the State of Arizona, residing in the City of Bradford, bought a 2015 Dodge Ram 1500
19 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about May 30, 2015,
20 at Red River Dodge Chrysler Jeep, an authorized FCA dealer in Heber Springs, Arizona. Plaintiff
21 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
22 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
23 website, on which the Subject Vehicles were represented as environmentally friendly, having low

1 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
2 Subject Vehicles. When Plaintiff went to Red River Dodge Chrysler Jeep to purchase the Subject
3 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
4 economy and performance. These representations, along with the advertised fuel economy, were
5 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
6 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
7 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
8 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
9 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
10 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
11 emission standards; that its emission treatment system was designed to de-activate during real-
12 world driving conditions; and that it could not achieve the advertised towing power, performance,
13 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
14 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
15 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
16 control devices.

17 114. Plaintiff, Gary Huffman (for the purpose of this paragraph, "Plaintiff"), a citizen of
18 the State of Kentucky, residing in the City of Lexington, bought a 2014 Dodge Ram 1500
19 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about January 1, 2014,
20 at Rod Hatfield Chrysler, an authorized FCA dealer in Winchester, Kentucky. Plaintiff decided to
21 buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle
22 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
23 Subject Vehicles were represented as environmentally friendly, having low emissions and good

1 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
2 When Plaintiff went to Rod Hatfield Chrysler to purchase the Subject Vehicle, the sales associate
3 touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance.
4 These representations, along with the advertised fuel economy, were among the primary reasons
5 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
6 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
7 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
8 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
9 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
10 would have paid less for it, had he/she known that it did not comply with emission standards; that
11 its emission treatment system was designed to de-activate during real-world driving conditions;
12 and that it could not achieve the advertised towing power, performance, and/or fuel economy
13 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
14 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
15 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

16 115. Plaintiff, Gary & Lauri Rowland (for the purpose of this paragraph, "Plaintiff"), a
17 citizen of the State of Washington, residing in the City of Kelso, bought a 2014 Dodge Ram 1500
18 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about November 11,
19 2015, at McCords Chrysler Dodge Jeep, an authorized FCA dealer in Longview, Washington.
20 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
21 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
22 website, on which the Subject Vehicles were represented as environmentally friendly, having low
23 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the

1 Subject Vehicles. When Plaintiff went to McCords Chrysler Dodge Jeep to purchase the Subject
2 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
3 economy and performance. These representations, along with the advertised fuel economy, were
4 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
5 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
6 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
7 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
8 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
9 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
10 emission standards; that its emission treatment system was designed to de-activate during real-
11 world driving conditions; and that it could not achieve the advertised towing power, performance,
12 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
13 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
14 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
15 control devices.

16 116. Plaintiff, Gary Riddle (for the purpose of this paragraph, "Plaintiff"), a citizen of
17 the State of Utah, residing in the City of Highland, bought a 2015 Dodge Ram 1500 EcoDiesel®
18 (for the purpose of this paragraph, the "Subject Vehicle") on or about September 3, 2015, at Gary
19 Riddle, an authorized FCA dealer in American Fork, Utah. Plaintiff decided to buy the Subject
20 Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced
21 emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject
22 Vehicles were represented as environmentally friendly, having low emissions and good fuel
23 economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When

1 Plaintiff went to Gary Riddle to purchase the Subject Vehicle, the sales associate touted the Subject
2 Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
3 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
4 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
5 could perform as advertised only by emitting NOx at levels that are greater than advertised and
6 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
7 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
8 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
9 would have paid less for it, had he/she known that it did not comply with emission standards; that
10 its emission treatment system was designed to de-activate during real-world driving conditions;
11 and that it could not achieve the advertised towing power, performance, and/or fuel economy
12 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
13 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
14 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

15 117. Plaintiff, Gerry Tassell (for the purpose of this paragraph, "Plaintiff"), a citizen of
16 the State of Illinois, residing in the City of Mchenry, bought a 2014 Dodge Ram 1500 EcoDiesel®
17 (for the purpose of this paragraph, the "Subject Vehicle") on or about April 30, 2014, at Crystal
18 Lake Dodge, an authorized FCA dealer in Crystal Lake, Illinois. Plaintiff decided to buy the
19 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
20 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
21 Subject Vehicles were represented as environmentally friendly, having low emissions and good
22 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
23 When Plaintiff went to Crystal Lake Dodge to purchase the Subject Vehicle, the sales associate

1 touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance.
2 These representations, along with the advertised fuel economy, were among the primary reasons
3 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
4 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
5 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
6 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
7 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
8 would have paid less for it, had he/she known that it did not comply with emission standards; that
9 its emission treatment system was designed to de-activate during real-world driving conditions;
10 and that it could not achieve the advertised towing power, performance, and/or fuel economy
11 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
12 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
13 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

14 118. Plaintiff, Greg Long (for the purpose of this paragraph, "Plaintiff"), a citizen of the
15 State of Kansas, residing in the City of Oberlin, bought a 2014 Dodge Ram 1500 EcoDiesel® (for
16 the purpose of this paragraph, the "Subject Vehicle") on or about June 5, 2015, at Deveny Motors,
17 LLC, an authorized FCA dealer in McCook, Nebraska. Plaintiff decided to buy the Subject Vehicle
18 based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions
19 and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were
20 represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff
21 also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to
22 Deveny Motors, LLC to purchase the Subject Vehicle, the sales associate touted the Subject
23 Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These

1 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
2 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
3 could perform as advertised only by emitting NOx at levels that are greater than advertised and
4 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
5 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
6 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
7 would have paid less for it, had he/she known that it did not comply with emission standards; that
8 its emission treatment system was designed to de-activate during real-world driving conditions;
9 and that it could not achieve the advertised towing power, performance, and/or fuel economy
10 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
11 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
12 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

13 119. Plaintiff, Gregory Erwin (for the purpose of this paragraph, "Plaintiff"), a citizen
14 of the State of Arizona, residing in the City of Arizona, bought a 2015 Jeep Grand Cherokee
15 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about January 10,
16 2015, at Superior Chrysler Dodge, an authorized FCA dealer in Ashland, Kentucky. Plaintiff
17 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
18 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep
19 website, on which the Subject Vehicles were represented as environmentally friendly, having low
20 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
21 Subject Vehicles. When Plaintiff went to Superior Chrysler Dodge to purchase the Subject
22 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
23 economy and performance. These representations, along with the advertised fuel economy, were

1 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
2 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
3 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
4 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
5 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
6 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
7 emission standards; that its emission treatment system was designed to de-activate during real-
8 world driving conditions; and that it could not achieve the advertised towing power, performance,
9 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
10 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
11 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
12 control devices.

13 120. Plaintiff, Henry Lawson (for the purpose of this paragraph, "Plaintiff"), a citizen
14 of the State of New York, residing in the City of Newburgh, bought a 2014 Dodge Ram 1500
15 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about October 15,
16 2014, at Ramsey, an authorized FCA dealer in Ramsey, New Jersey. Plaintiff decided to buy the
17 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
18 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
19 Subject Vehicles were represented as environmentally friendly, having low emissions and good
20 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
21 When Plaintiff went to Ramsey to purchase the Subject Vehicle, the sales associate touted the
22 Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
23 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff

1 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
2 could perform as advertised only by emitting NOx at levels that are greater than advertised and
3 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
4 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
5 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
6 would have paid less for it, had he/she known that it did not comply with emission standards; that
7 its emission treatment system was designed to de-activate during real-world driving conditions;
8 and that it could not achieve the advertised towing power, performance, and/or fuel economy
9 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
10 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
11 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

12 121. Plaintiff, Lee Todd & Jack Terry (for the purpose of this paragraph, "Plaintiff"),
13 citizens of the State of North Carolina, residing in the City of Trinity, bought a 2015 Dodge Ram
14 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about February
15 1, 2015, at Kernersville Dodge, an authorized FCA dealer in Kernersville, North Carolina. Plaintiff
16 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
17 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
18 website, on which the Subject Vehicles were represented as environmentally friendly, having low
19 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
20 Subject Vehicles. When Plaintiff went to Kernersville Dodge to purchase the Subject Vehicle, the
21 sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
22 performance. These representations, along with the advertised fuel economy, were among the
23 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know

1 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
2 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
3 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
4 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
5 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
6 standards; that its emission treatment system was designed to de-activate during real-world driving
7 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
8 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
9 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
10 or would have paid less for it, had Defendants not concealed the unauthorized emission control
11 devices.

12 122. Plaintiff, James Steer, Jr. (for the purpose of this paragraph, "Plaintiff"), a citizen
13 of the State of Iowa, residing in the City of Davenport, bought a 2014 Dodge Ram 1500
14 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 27, 2014,
15 at Browns West Branch, an authorized FCA dealer in West Branch, Iowa. Plaintiff decided to buy
16 the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
17 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
18 Subject Vehicles were represented as environmentally friendly, having low emissions and good
19 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
20 When Plaintiff went to Browns West Branch to purchase the Subject Vehicle, the sales associate
21 touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance.
22 These representations, along with the advertised fuel economy, were among the primary reasons
23 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject

1 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
2 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
3 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
4 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
5 would have paid less for it, had he/she known that it did not comply with emission standards; that
6 its emission treatment system was designed to de-activate during real-world driving conditions;
7 and that it could not achieve the advertised towing power, performance, and/or fuel economy
8 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
9 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
10 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

11 123. Plaintiff, James Lines (for the purpose of this paragraph, "Plaintiff"), a citizen of
12 the State of Iowa, residing in the City of Marble Rock, bought a 2015 Dodge Ram 1500
13 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about October 23,
14 2015, at Mike Molstead Ford, an authorized FCA dealer in Charles City, Iowa. Plaintiff decided
15 to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel"
16 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on
17 which the Subject Vehicles were represented as environmentally friendly, having low emissions
18 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
19 Vehicles. When Plaintiff went to Mike Molstead Ford to purchase the Subject Vehicle, the sales
20 associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
21 performance. These representations, along with the advertised fuel economy, were among the
22 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
23 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater

1 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
2 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
3 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
4 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
5 standards; that its emission treatment system was designed to de-activate during real-world driving
6 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
7 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
8 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
9 or would have paid less for it, had Defendants not concealed the unauthorized emission control
10 devices.

11 124. Plaintiff, James Bell (for the purpose of this paragraph, "Plaintiff"), a citizen of the
12 State of Wisconsin, residing in the City of Waumakee, bought a 2016 Dodge Ram 1500
13 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about January 29,
14 2018 at Hebert's Town and Country Chrysler Dodge Jeep Ram, an authorized FCA dealer in
15 Shreveport, Louisiana. Plaintiff decided to buy the Subject Vehicle based in part on FCA's
16 representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient).
17 Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as
18 environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls
19 seeing television commercials about the Subject Vehicles. When Plaintiff went to Hebert's Town
20 and Country Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted
21 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
22 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
23 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle

1 could perform as advertised only by emitting NOx at levels that are greater than advertised and
2 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
3 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
4 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
5 would have paid less for it, had he/she known that it did not comply with emission standards; that
6 its emission treatment system was designed to de-activate during real-world driving conditions;
7 and that it could not achieve the advertised towing power, performance, and/or fuel economy
8 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
9 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
10 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

11 125. Plaintiff, James Fox (for the purpose of this paragraph, "Plaintiff"), a citizen of the
12 State of South Carolina, residing in the City of Rock Hill, bought a 2014 Jeep Grand Cherokee
13 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 1, 2018 at
14 Abernethy Chrysler Dodge Jeep Ram, an authorized FCA dealer in Lincolnton, North Carolina.
15 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
16 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep
17 website, on which the Subject Vehicles were represented as environmentally friendly, having low
18 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
19 Subject Vehicles. When Plaintiff went to Abernethy Chrysler Dodge Jeep Ram to purchase the
20 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
21 its fuel economy and performance. These representations, along with the advertised fuel economy,
22 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
23 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx

1 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
2 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
3 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
4 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
5 comply with emission standards; that its emission treatment system was designed to de-activate
6 during real-world driving conditions; and that it could not achieve the advertised towing power,
7 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
8 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
9 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
10 unauthorized emission control devices.

11 126. Plaintiff, James & Linda Watkins (for the purpose of this paragraph, "Plaintiff"),
12 citizens of the State of Idaho, residing in the City of Rupert, bought a 2015 Dodge Ram 1500
13 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 30, 2017
14 at Victory Chrysler Dodge Jeep Ram, an authorized FCA dealer in Kansas City, Kansas. Plaintiff
15 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
16 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
17 website, on which the Subject Vehicles were represented as environmentally friendly, having low
18 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
19 Subject Vehicles. When Plaintiff went to Victory Chrysler Dodge Jeep Ram to purchase the
20 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
21 its fuel economy and performance. These representations, along with the advertised fuel economy,
22 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
23 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx

1 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
2 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
3 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
4 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
5 comply with emission standards; that its emission treatment system was designed to de-activate
6 during real-world driving conditions; and that it could not achieve the advertised towing power,
7 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
8 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
9 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
10 unauthorized emission control devices.

11 127. Plaintiff, James Newell (for the purpose of this paragraph, "Plaintiff"), a citizen of
12 the State of Missouri, residing in the City of Pleasant Hill, bought a 2015 Dodge Ram 1500
13 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about August 2, 2016,
14 at State Line Dodge Ram Jeep, an authorized FCA dealer in Kansas City, Missouri. Plaintiff
15 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
16 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
17 website, on which the Subject Vehicles were represented as environmentally friendly, having low
18 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
19 Subject Vehicles. When Plaintiff went to State Line Dodge Ram Jeep to purchase the Subject
20 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
21 economy and performance. These representations, along with the advertised fuel economy, were
22 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
23 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels

1 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
2 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
3 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
4 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
5 emission standards; that its emission treatment system was designed to de-activate during real-
6 world driving conditions; and that it could not achieve the advertised towing power, performance,
7 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
8 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
9 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
10 control devices.

11 128. Plaintiff, James H. Chapman (for the purpose of this paragraph, "Plaintiff"), a
12 citizen of the State of Montana, residing in the City of Columbia Falls, bought a 2015 Jeep Grand
13 Cherokee EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about
14 February 10, 2015, at Don K Jeep, an authorized FCA dealer in Whitefish, Montana. Plaintiff
15 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
16 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep
17 website, on which the Subject Vehicles were represented as environmentally friendly, having low
18 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
19 Subject Vehicles. When Plaintiff went to Don K Jeep to purchase the Subject Vehicle, the sales
20 associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
21 performance. These representations, along with the advertised fuel economy, were among the
22 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
23 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater

1 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
2 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
3 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
4 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
5 standards; that its emission treatment system was designed to de-activate during real-world driving
6 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
7 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
8 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
9 or would have paid less for it, had Defendants not concealed the unauthorized emission control
10 devices.

11 129. Plaintiff, James Emerson, Jr. (for the purpose of this paragraph, "Plaintiff"), a
12 citizen of the State of Virginia, residing in the City of Blackstone, bought a 2016 Dodge Ram 1500
13 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about September 13,
14 2017 at Strosnider Chevrolet, an authorized FCA dealer in Hopewell, Virginia. Plaintiff decided
15 to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel"
16 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on
17 which the Subject Vehicles were represented as environmentally friendly, having low emissions
18 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
19 Vehicles. When Plaintiff went to Strosnider Chevrolet to purchase the Subject Vehicle, the sales
20 associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
21 performance. These representations, along with the advertised fuel economy, were among the
22 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
23 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater

1 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
2 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
3 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
4 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
5 standards; that its emission treatment system was designed to de-activate during real-world driving
6 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
7 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
8 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
9 or would have paid less for it, had Defendants not concealed the unauthorized emission control
10 devices.

11 130. Plaintiff, Jared Korn (for the purpose of this paragraph, "Plaintiff"), a citizen of the
12 State of Wisconsin, residing in the City of Warrens, bought a 2015 Dodge Ram 1500 EcoDiesel®
13 (for the purpose of this paragraph, the "Subject Vehicle") on or about September 12, 2015, at Dane
14 County Chrysler Dodge Jeep, an authorized FCA dealer in Stoughton, Wisconsin. Plaintiff decided
15 to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel"
16 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on
17 which the Subject Vehicles were represented as environmentally friendly, having low emissions
18 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
19 Vehicles. When Plaintiff went to Dane County Chrysler Dodge Jeep to purchase the Subject
20 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
21 economy and performance. These representations, along with the advertised fuel economy, were
22 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
23 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels

1 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
2 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
3 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
4 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
5 emission standards; that its emission treatment system was designed to de-activate during real-
6 world driving conditions; and that it could not achieve the advertised towing power, performance,
7 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
8 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
9 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
10 control devices.

11 131. Plaintiff, Jason Downs (for the purpose of this paragraph, "Plaintiff"), a citizen of
12 the State of South Carolina, residing in the City of Pelion, bought a 2015 Dodge Ram 1500
13 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about October 20,
14 2015, at Lake Keowee Chrysler Dodge Jeep Ram, an authorized FCA dealer in Seneca, South
15 Carolina. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that
16 it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting
17 the Ram website, on which the Subject Vehicles were represented as environmentally friendly,
18 having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials
19 about the Subject Vehicles. When Plaintiff went to Lake Keowee Chrysler Dodge Jeep Ram to
20 purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel®
21 attributes, including its fuel economy and performance. These representations, along with the
22 advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At
23 the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised

1 only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was
2 Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized
3 emission control devices designed to cheat emission tests and to deceive consumers and regulators.
4 Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she
5 known that it did not comply with emission standards; that its emission treatment system was
6 designed to de-activate during real-world driving conditions; and that it could not achieve the
7 advertised towing power, performance, and/or fuel economy without cheating emission tests.
8 Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct,
9 and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants
10 not concealed the unauthorized emission control devices.

11 132. Plaintiff, Jason Fitzgerald (for the purpose of this paragraph, "Plaintiff"), a citizen
12 of the State of Louisiana, residing in the City of Port Barre, bought a 2016 Dodge Ram 1500
13 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about March 17, 2016,
14 at Sterling Chrysler Jeep Dodge, an authorized FCA dealer in Opelousas, Louisiana. Plaintiff
15 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
16 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
17 website, on which the Subject Vehicles were represented as environmentally friendly, having low
18 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
19 Subject Vehicles. When Plaintiff went to Sterling Chrysler Jeep Dodge to purchase the Subject
20 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
21 economy and performance. These representations, along with the advertised fuel economy, were
22 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
23 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels

1 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
2 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
3 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
4 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
5 emission standards; that its emission treatment system was designed to de-activate during real-
6 world driving conditions; and that it could not achieve the advertised towing power, performance,
7 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
8 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
9 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
10 control devices.

11 133. Plaintiff, Jay Printup (for the purpose of this paragraph, "Plaintiff"), a citizen of the
12 State of New York, residing in the City of New York, bought a 2014 Dodge Ram 1500 EcoDiesel®
13 (for the purpose of this paragraph, the "Subject Vehicle") on or about October 17, 2014, at Rock
14 City Chrysler, an authorized FCA dealer in Salamanca, New York. Plaintiff decided to buy the
15 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
16 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
17 Subject Vehicles were represented as environmentally friendly, having low emissions and good
18 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
19 When Plaintiff went to Rock City Chrysler to purchase the Subject Vehicle, the sales associate
20 touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance.
21 These representations, along with the advertised fuel economy, were among the primary reasons
22 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
23 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised

1 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
2 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
3 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
4 would have paid less for it, had he/she known that it did not comply with emission standards; that
5 its emission treatment system was designed to de-activate during real-world driving conditions;
6 and that it could not achieve the advertised towing power, performance, and/or fuel economy
7 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
8 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
9 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

10 134. Plaintiff, Jeff Schoonover (for the purpose of this paragraph, "Plaintiff"), a citizen
11 of the State of Colorado, residing in the City of Wellington, bought a 2015 Dodge Ram 1500
12 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about August 25,
13 2015, at Fort Collins Dodge Chrysler Jeep, an authorized FCA dealer in Fort Collins, Colorado.
14 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
15 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
16 website, on which the Subject Vehicles were represented as environmentally friendly, having low
17 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
18 Subject Vehicles. When Plaintiff went to Fort Collins Dodge Chrysler Jeep to purchase the Subject
19 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
20 economy and performance. These representations, along with the advertised fuel economy, were
21 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
22 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
23 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject

1 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
2 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
3 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
4 emission standards; that its emission treatment system was designed to de-activate during real-
5 world driving conditions; and that it could not achieve the advertised towing power, performance,
6 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
7 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
8 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
9 control devices.

10 135. Plaintiff, Jeff Weier (for the purpose of this paragraph, "Plaintiff"), a citizen of the
11 State of Wisconsin, residing in the City of Suring, bought a 2014 Dodge Ram 1500 EcoDiesel®
12 (for the purpose of this paragraph, the "Subject Vehicle") on or about August 29, 2014, at Gandrud
13 Motor Company, an authorized FCA dealer in Greenbay, Wisconsin. Plaintiff decided to buy the
14 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
15 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
16 Subject Vehicles were represented as environmentally friendly, having low emissions and good
17 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
18 When Plaintiff went to Gandrud Motor Company to purchase the Subject Vehicle, the sales
19 associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
20 performance. These representations, along with the advertised fuel economy, were among the
21 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
22 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
23 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was

1 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
2 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
3 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
4 standards; that its emission treatment system was designed to de-activate during real-world driving
5 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
6 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
7 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
8 or would have paid less for it, had Defendants not concealed the unauthorized emission control
9 devices.

10 136. Plaintiff, Jeffrey Bax (for the purpose of this paragraph, "Plaintiff"), a citizen of
11 the State of Missouri, residing in the City of California, bought a 2016 Dodge Ram 1500
12 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about February 15,
13 2016, at Spielers, an authorized FCA dealer in California, Missouri. Plaintiff decided to buy the
14 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
15 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
16 Subject Vehicles were represented as environmentally friendly, having low emissions and good
17 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
18 When Plaintiff went to Spielers to purchase the Subject Vehicle, the sales associate touted the
19 Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
20 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
21 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
22 could perform as advertised only by emitting NOx at levels that are greater than advertised and
23 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with

1 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
2 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
3 would have paid less for it, had he/she known that it did not comply with emission standards; that
4 its emission treatment system was designed to de-activate during real-world driving conditions;
5 and that it could not achieve the advertised towing power, performance, and/or fuel economy
6 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
7 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
8 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

9 137. Plaintiff, Jeffrey S. & Brandon M. Woodall (for the purpose of this paragraph,
10 "Plaintiff"), citizens of the State of Florida, residing in the City of Davie, bought a 2015 Dodge
11 Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June
12 25, 2015, at Arrigo Dodge Chrysler Jeep Sawgrass, an authorized FCA dealer in Tamarac, Florida.
13 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
14 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
15 website, on which the Subject Vehicles were represented as environmentally friendly, having low
16 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
17 Subject Vehicles. When Plaintiff went to Arrigo Dodge Chrysler Jeep Sawgrass to purchase the
18 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
19 its fuel economy and performance. These representations, along with the advertised fuel economy,
20 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
21 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
22 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
23 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices

1 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
2 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
3 comply with emission standards; that its emission treatment system was designed to de-activate
4 during real-world driving conditions; and that it could not achieve the advertised towing power,
5 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
6 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
7 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
8 unauthorized emission control devices.

9 138. Plaintiff, Jeffrey A. Michener (for the purpose of this paragraph, "Plaintiff"), a
10 citizen of the State of Pennsylvania, residing in the City of Harleysville, bought a 2014 Dodge
11 Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about July
12 28, 2014, at Bergeys, an authorized FCA dealer in Souderton, Pennsylvania. Plaintiff decided to
13 buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle
14 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
15 Subject Vehicles were represented as environmentally friendly, having low emissions and good
16 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
17 When Plaintiff went to Bergeys to purchase the Subject Vehicle, the sales associate touted the
18 Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
19 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
20 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
21 could perform as advertised only by emitting NOx at levels that are greater than advertised and
22 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
23 undisclosed and unauthorized emission control devices designed to cheat emission tests and to

1 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
2 would have paid less for it, had he/she known that it did not comply with emission standards; that
3 its emission treatment system was designed to de-activate during real-world driving conditions;
4 and that it could not achieve the advertised towing power, performance, and/or fuel economy
5 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
6 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
7 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

8 139. Plaintiff, Jeremy Hornack (for the purpose of this paragraph, "Plaintiff"), a citizen
9 of the State of Florida, residing in the City of Palm Coast, bought a 2014 Dodge Ram 1500
10 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about February 1,
11 2017 at Murray Chrysler Dodge Jeep Ram of Starke, an authorized FCA dealer in Starke, Florida.
12 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
13 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
14 website, on which the Subject Vehicles were represented as environmentally friendly, having low
15 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
16 Subject Vehicles. When Plaintiff went to Murray Chrysler Dodge Jeep Ram of Starke to purchase
17 the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes,
18 including its fuel economy and performance. These representations, along with the advertised fuel
19 economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of
20 purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by
21 emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff
22 aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission
23 control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff

1 would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known
2 that it did not comply with emission standards; that its emission treatment system was designed to
3 de-activate during real-world driving conditions; and that it could not achieve the advertised
4 towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has
5 suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would
6 not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not
7 concealed the unauthorized emission control devices.

8 140. Plaintiff, James Zinda (for the purpose of this paragraph, "Plaintiff"), a citizen of
9 the State of Montana, residing in the City of Wibaux, bought a 2016 Dodge Ram 1500 EcoDiesel®
10 (for the purpose of this paragraph, the "Subject Vehicle") on or about April 10, 2016, at HKT, an
11 authorized FCA dealer in Glendive, Montana. Plaintiff decided to buy the Subject Vehicle based
12 in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and
13 fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were
14 represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff
15 also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to
16 HKT to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel®
17 attributes, including its fuel economy and performance. These representations, along with the
18 advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At
19 the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised
20 only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was
21 Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized
22 emission control devices designed to cheat emission tests and to deceive consumers and regulators.
23 Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she

1 known that it did not comply with emission standards; that its emission treatment system was
2 designed to de-activate during real-world driving conditions; and that it could not achieve the
3 advertised towing power, performance, and/or fuel economy without cheating emission tests.
4 Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct,
5 and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants
6 not concealed the unauthorized emission control devices.

7
8 141. Plaintiff, Jimmy & Rene Flippen (for the purpose of this paragraph, "Plaintiff"), a
9 citizen of the State of Oklahoma, residing in the City of Waurika, bought a 2016 Dodge Ram 1500
10 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about September 11,
11 2016, at Byford Chrysler Dodge Jeep Ram Duncan, an authorized FCA dealer in Duncan,
12 Oklahoma. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations
13 that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls
14 visiting the Ram website, on which the Subject Vehicles were represented as environmentally
15 friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television
16 commercials about the Subject Vehicles. When Plaintiff went to Byford Chrysler Dodge Jeep Ram
17 Duncan to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's
18 EcoDiesel® attributes, including its fuel economy and performance. These representations, along
19 with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject
20 Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as
21 advertised only by emitting NOx at levels that are greater than advertised and above legal limits.
22 Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and
23 unauthorized emission control devices designed to cheat emission tests and to deceive consumers
24 and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less

1 for it, had he/she known that it did not comply with emission standards; that its emission treatment
2 system was designed to de-activate during real-world driving conditions; and that it could not
3 achieve the advertised towing power, performance, and/or fuel economy without cheating
4 emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of
5 Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid
6 less for it, had Defendants not concealed the unauthorized emission control devices.

7 142. Plaintiff, Joe Laverdiere (for the purpose of this paragraph, "Plaintiff"), a citizen
8 of the State of Illinois, residing in the City of Peoria, bought a 2014 Dodge Ram 1500 EcoDiesel®
9 (for the purpose of this paragraph, the "Subject Vehicle") on or about December 13, 2015, at Sam
10 Leman Peoria, an authorized FCA dealer in Peoria, Illinois. Plaintiff decided to buy the Subject
11 Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced
12 emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject
13 Vehicles were represented as environmentally friendly, having low emissions and good fuel
14 economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When
15 Plaintiff went to Sam Leman Peoria to purchase the Subject Vehicle, the sales associate touted the
16 Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
17 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
18 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
19 could perform as advertised only by emitting NOx at levels that are greater than advertised and
20 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
21 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
22 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
23 would have paid less for it, had he/she known that it did not comply with emission standards; that

1 its emission treatment system was designed to de-activate during real-world driving conditions;
2 and that it could not achieve the advertised towing power, performance, and/or fuel economy
3 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
4 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
5 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

6 143. Plaintiff, John Donohoe (for the purpose of this paragraph, "Plaintiff"), a citizen of
7 the State of Nebraska, residing in the City of North Platte, leased a 2016 Dodge Ram 1500
8 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 1, 2016,
9 at Janssen Motors, an authorized FCA dealer in North Platte, Nebraska. Plaintiff decided to buy
10 the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
11 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
12 Subject Vehicles were represented as environmentally friendly, having low emissions and good
13 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
14 When Plaintiff went to Janssen Motors to lease the Subject Vehicle, the sales associate touted the
15 Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
16 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
17 chose the Subject Vehicle. At the time of lease, Plaintiff did not know that the Subject Vehicle
18 could perform as advertised only by emitting NOx at levels that are greater than advertised and
19 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
20 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
21 deceive consumers and regulators. Plaintiff would not have leased the Subject Vehicle, or would
22 have paid less for it, had he/she known that it did not comply with emission standards; that its
23 emission treatment system was designed to de-activate during real-world driving conditions; and

1 that it could not achieve the advertised towing power, performance, and/or fuel economy without
2 cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of
3 Defendants' misconduct, and would not have leased the Subject Vehicle, or would have paid less
4 for it, had Defendants not concealed the unauthorized emission control devices.

5 144. Plaintiff, John Lazore (for the purpose of this paragraph, "Plaintiff"), a citizen of
6 the State of New York, residing in the City of Hogansburg, bought a 2016 Dodge Ram 1500
7 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about December 3,
8 2015, at Blevins Dodge, an authorized FCA dealer in Massena, New York. Plaintiff decided to
9 buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle
10 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
11 Subject Vehicles were represented as environmentally friendly, having low emissions and good
12 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
13 When Plaintiff went to Blevins Dodge to purchase the Subject Vehicle, the sales associate touted
14 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
15 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
16 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
17 could perform as advertised only by emitting NOx at levels that are greater than advertised and
18 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
19 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
20 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
21 would have paid less for it, had he/she known that it did not comply with emission standards; that
22 its emission treatment system was designed to de-activate during real-world driving conditions;
23 and that it could not achieve the advertised towing power, performance, and/or fuel economy

1 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
2 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
3 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

4 145. Plaintiff, John Lance (for the purpose of this paragraph, "Plaintiff"), a citizen of
5 the State of Oklahoma, residing in the City of Clayton, bought a 2015 Dodge Ram 1500
6 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about August 14,
7 2015, at Seth Wadley Auto Group, an authorized FCA dealer in Pauls Valley, Oklahoma. Plaintiff
8 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
9 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
10 website, on which the Subject Vehicles were represented as environmentally friendly, having low
11 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
12 Subject Vehicles. When Plaintiff went to Seth Wadley Auto Group to purchase the Subject
13 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
14 economy and performance. These representations, along with the advertised fuel economy, were
15 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
16 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
17 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
18 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
19 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
20 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
21 emission standards; that its emission treatment system was designed to de-activate during real-
22 world driving conditions; and that it could not achieve the advertised towing power, performance,
23 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a

1 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
2 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
3 control devices.

4 146. Plaintiff, John McGarry (for the purpose of this paragraph, "Plaintiff"), a citizen of
5 the State of New York, residing in the City of Highland Lake, leased a 2016 Dodge Ram 1500
6 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about April 1, 2016,
7 at Milford Chrysler Jeep Dodge, an authorized FCA dealer in Milford, Pennsylvania. Plaintiff
8 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
9 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
10 website, on which the Subject Vehicles were represented as environmentally friendly, having low
11 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
12 Subject Vehicles. When Plaintiff went to Milford Chrysler Jeep Dodge to lease the Subject
13 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
14 economy and performance. These representations, along with the advertised fuel economy, were
15 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of lease, Plaintiff did
16 not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that
17 are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
18 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
19 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have leased the
20 Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
21 emission standards; that its emission treatment system was designed to de-activate during real-
22 world driving conditions; and that it could not achieve the advertised towing power, performance,
23 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a

1 direct and proximate result of Defendants' misconduct, and would not have leased the Subject
2 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
3 control devices.

4 147. Plaintiff, John Neumayer (for the purpose of this paragraph, "Plaintiff"), a citizen
5 of the State of Florida, residing in the City of Lecanto, bought a 2014 Jeep Grand Cherokee
6 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about February 16,
7 2016, at Acura or Avon, an authorized FCA dealer in Canton, Connecticut. Plaintiff decided to
8 buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle
9 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the
10 Subject Vehicles were represented as environmentally friendly, having low emissions and good
11 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
12 When Plaintiff went to Acura or Avon to purchase the Subject Vehicle, the sales associate touted
13 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
14 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
15 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
16 could perform as advertised only by emitting NOx at levels that are greater than advertised and
17 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
18 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
19 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
20 would have paid less for it, had he/she known that it did not comply with emission standards; that
21 its emission treatment system was designed to de-activate during real-world driving conditions;
22 and that it could not achieve the advertised towing power, performance, and/or fuel economy
23 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate

1 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
2 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

3 148. Plaintiff, Jonathan Proctor (for the purpose of this paragraph, "Plaintiff"), a citizen
4 of the State of Pennsylvania, residing in the City of Irwin, bought a 2014 Dodge Ram 1500
5 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about September 2,
6 2016, at Kenny Ross, an authorized FCA dealer in Adamsburg, Pennsylvania. Plaintiff decided to
7 buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle
8 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
9 Subject Vehicles were represented as environmentally friendly, having low emissions and good
10 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
11 When Plaintiff went to Kenny Ross to purchase the Subject Vehicle, the sales associate touted the
12 Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
13 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
14 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
15 could perform as advertised only by emitting NOx at levels that are greater than advertised and
16 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
17 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
18 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
19 would have paid less for it, had he/she known that it did not comply with emission standards; that
20 its emission treatment system was designed to de-activate during real-world driving conditions;
21 and that it could not achieve the advertised towing power, performance, and/or fuel economy
22 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
23 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would

1 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

2 149. Plaintiff, Jordan Turske (for the purpose of this paragraph, “Plaintiff”), a citizen of
3 the State of Ohio, residing in the City of Reynoldsburg, bought a 2016 Dodge Ram 1500
4 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about October 30,
5 2016, at Liberty Chrysler, an authorized FCA dealer in Pataskala, Ohio. Plaintiff decided to buy
6 the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e.,
7 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
8 Subject Vehicles were represented as environmentally friendly, having low emissions and good
9 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
10 When Plaintiff went to Liberty Chrysler to purchase the Subject Vehicle, the sales associate touted
11 the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These
12 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
13 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
14 could perform as advertised only by emitting NOx at levels that are greater than advertised and
15 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
16 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
17 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
18 would have paid less for it, had he/she known that it did not comply with emission standards; that
19 its emission treatment system was designed to de-activate during real-world driving conditions;
20 and that it could not achieve the advertised towing power, performance, and/or fuel economy
21 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
22 result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would
23 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

1 150. Plaintiff, Jose Mejia (for the purpose of this paragraph, “Plaintiff”), a citizen of the
2 State of North Carolina, residing in the City of Durham, bought a 2015 Dodge Ram 1500
3 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about June 19, 2017
4 at Capital Chrysler Jeep Dodge In Garner, an authorized FCA dealer in Garner, North Carolina.
5 Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an
6 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
7 website, on which the Subject Vehicles were represented as environmentally friendly, having low
8 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
9 Subject Vehicles. When Plaintiff went to Capital Chrysler Jeep Dodge In Garner to purchase the
10 Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including
11 its fuel economy and performance. These representations, along with the advertised fuel economy,
12 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
13 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
14 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
15 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
16 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
17 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
18 comply with emission standards; that its emission treatment system was designed to de-activate
19 during real-world driving conditions; and that it could not achieve the advertised towing power,
20 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
21 concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have
22 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
23 unauthorized emission control devices.

1
2 151. Plaintiff, Joseph McCrumb (for the purpose of this paragraph, “Plaintiff”), a citizen
3 of the State of Michigan, residing in the City of Portland, bought a 2016 Dodge Ram 1500
4 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about September 15,
5 2016, at Jim Riehls Friendly Dodge, an authorized FCA dealer in Lapeer, Michigan. Plaintiff
6 decided to buy the Subject Vehicle based in part on FCA’s representations that it was an
7 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
8 website, on which the Subject Vehicles were represented as environmentally friendly, having low
9 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
10 Subject Vehicles. When Plaintiff went to Jim Riehls Friendly Dodge to purchase the Subject
11 Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel
12 economy and performance. These representations, along with the advertised fuel economy, were
13 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
14 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
15 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
16 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
17 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
18 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
19 emission standards; that its emission treatment system was designed to de-activate during real-
20 world driving conditions; and that it could not achieve the advertised towing power, performance,
21 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
22 direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject
23 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
24 control devices.

1
2 152. Plaintiff, Joseph Hye Johnson (for the purpose of this paragraph, “Plaintiff”), a
3 citizen of the State of Arizona, residing in the City of Vail, bought a 2015 Dodge Ram 1500
4 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about April 4, 2014,
5 at Larry H. Miller Dodge Ram, an authorized FCA dealer in Tucson, Arizona. Plaintiff decided to
6 buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle
7 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
8 Subject Vehicles were represented as environmentally friendly, having low emissions and good
9 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
10 When Plaintiff went to Larry H. Miller Dodge Ram to purchase the Subject Vehicle, the sales
11 associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and
12 performance. These representations, along with the advertised fuel economy, were among the
13 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
14 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
15 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
16 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
17 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
18 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
19 standards; that its emission treatment system was designed to de-activate during real-world driving
20 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
21 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
22 proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle,
23 or would have paid less for it, had Defendants not concealed the unauthorized emission control
24 devices.

1
2 153. Plaintiff, Josh Turner (for the purpose of this paragraph, “Plaintiff”), a citizen of
3 the State of Michigan, residing in the City of Coahoma, leased a 2015 Dodge Ram 1500
4 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about November 2,
5 2015, at McFadden Friendly Motors, an authorized FCA dealer in South Haven, Michigan.
6 Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an
7 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
8 website, on which the Subject Vehicles were represented as environmentally friendly, having low
9 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
10 Subject Vehicles. When Plaintiff went to McFadden Friendly Motors to lease the Subject Vehicle,
11 the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy
12 and performance. These representations, along with the advertised fuel economy, were among the
13 primary reasons Plaintiff chose the Subject Vehicle. At the time of lease, Plaintiff did not know
14 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
15 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
16 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
17 tests and to deceive consumers and regulators. Plaintiff would not have leased the Subject Vehicle,
18 or would have paid less for it, had he/she known that it did not comply with emission standards;
19 that its emission treatment system was designed to de-activate during real-world driving
20 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
21 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
22 proximate result of Defendants’ misconduct, and would not have leased the Subject Vehicle, or
23 would have paid less for it, had Defendants not concealed the unauthorized emission control
24 devices.

1 154. Plaintiff, Justin & Chelsey Leasman (for the purpose of this paragraph, “Plaintiff”),
2 a citizen of the State of Texas, residing in the City of Cleveland leased a 2016 Dodge Ram 1500
3 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about August, 2016,
4 at Mack Haik Dodge, an authorized FCA dealer in Houston, Texas. Plaintiff decided to buy the
5 Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e.,
6 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
7 Subject Vehicles were represented as environmentally friendly, having low emissions and good
8 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
9 When Plaintiff went to Mack Haik Dodge to lease the Subject Vehicle, the sales associate touted
10 the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These
11 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
12 chose the Subject Vehicle. At the time of lease, Plaintiff did not know that the Subject Vehicle
13 could perform as advertised only by emitting NOx at levels that are greater than advertised and
14 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
15 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
16 deceive consumers and regulators. Plaintiff would not have leased the Subject Vehicle, or would
17 have paid less for it, had he/she known that it did not comply with emission standards; that its
18 emission treatment system was designed to de-activate during real-world driving conditions; and
19 that it could not achieve the advertised towing power, performance, and/or fuel economy without
20 cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of
21 Defendants’ misconduct, and would not have leased the Subject Vehicle, or would have paid less
22 for it, had Defendants not concealed the unauthorized emission control devices.

23 155. Plaintiff, Joshua Berna (for the purpose of this paragraph, “Plaintiff”), a citizen of

1 the State of Texas, residing in the City of Burleson, bought a 2015 Dodge Ram 1500 EcoDiesel®
2 (for the purpose of this paragraph, the “Subject Vehicle”) on or about May 3, 2018, at Burleson
3 Nissan, an authorized FCA dealer in Burleson, Texas. Plaintiff decided to buy the Subject Vehicle
4 based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions
5 and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were
6 represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff
7 also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to
8 Franklin Sussex Auto Mall to purchase the Subject Vehicle, the sales associate touted the Subject
9 Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These
10 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
11 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
12 could perform as advertised only by emitting NOx at levels that are greater than advertised and
13 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
14 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
15 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
16 would have paid less for it, had he/she known that it did not comply with emission standards; that
17 its emission treatment system was designed to de-activate during real-world driving conditions;
18 and that it could not achieve the advertised towing power, performance, and/or fuel economy
19 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
20 result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would
21 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

22 156. Plaintiff, Joyce Ciccone (for the purpose of this paragraph, “Plaintiff”), a citizen of
23 the State of New Jersey, residing in the City of Augusta, bought a 2015 Dodge Ram 1500

1 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about July 15, 2015,
2 at Franklin Sussex Auto Mall, an authorized FCA dealer in Sussex, New Jersey. Plaintiff decided
3 to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel”
4 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on
5 which the Subject Vehicles were represented as environmentally friendly, having low emissions
6 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
7 Vehicles. When Plaintiff went to Franklin Sussex Auto Mall to purchase the Subject Vehicle, the
8 sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and
9 performance. These representations, along with the advertised fuel economy, were among the
10 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
11 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
12 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
13 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
14 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
15 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
16 standards; that its emission treatment system was designed to de-activate during real-world driving
17 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
18 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
19 proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle,
20 or would have paid less for it, had Defendants not concealed the unauthorized emission control
21 devices.

22
23 157. Plaintiff, Justin Davis (for the purpose of this paragraph, “Plaintiff”), a citizen of
24 the State of Arizona, residing in the City of Junction City, bought a 2015 Dodge Ram 1500

1 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about December 19,
2 2018 at Cowboy Dodge, an authorized FCA dealer in Clinton, Arizona. Plaintiff decided to buy
3 the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e.,
4 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
5 Subject Vehicles were represented as environmentally friendly, having low emissions and good
6 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
7 When Plaintiff went to Cowboy Dodge to purchase the Subject Vehicle, the sales associate touted
8 the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These
9 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
10 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
11 could perform as advertised only by emitting NOx at levels that are greater than advertised and
12 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
13 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
14 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
15 would have paid less for it, had he/she known that it did not comply with emission standards; that
16 its emission treatment system was designed to de-activate during real-world driving conditions;
17 and that it could not achieve the advertised towing power, performance, and/or fuel economy
18 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
19 result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would
20 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

21 158. Plaintiff, Justin Mays (for the purpose of this paragraph, “Plaintiff”), a citizen of
22 the State of Kentucky, residing in the City of Pineville, bought a 2014 Dodge Ram 1500
23 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about May 5, 2016,

1 at Tim Short Middlesboro, an authorized FCA dealer in Middlesboro, Kentucky. Plaintiff decided
2 to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel"
3 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on
4 which the Subject Vehicles were represented as environmentally friendly, having low emissions
5 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
6 Vehicles. When Plaintiff went to Tim Short Middlesboro to purchase the Subject Vehicle, the
7 sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
8 performance. These representations, along with the advertised fuel economy, were among the
9 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
10 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
11 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
12 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
13 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
14 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
15 standards; that its emission treatment system was designed to de-activate during real-world driving
16 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
17 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
18 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
19 or would have paid less for it, had Defendants not concealed the unauthorized emission control
20 devices.

21 159. Plaintiff, Ken Trousedale (for the purpose of this paragraph, "Plaintiff"), a citizen
22 of the State of Colorado, residing in the City of Peyton, bought a 2016 Dodge Ram 1500
23 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about January 6, 2016,

1 at Colorado Springs Dodge, an authorized FCA dealer in Colorado Springs, Colorado. Plaintiff
2 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
3 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
4 website, on which the Subject Vehicles were represented as environmentally friendly, having low
5 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
6 Subject Vehicles. When Plaintiff went to Colorado Springs Dodge to purchase the Subject
7 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
8 economy and performance. These representations, along with the advertised fuel economy, were
9 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
10 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
11 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
12 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
13 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
14 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
15 emission standards; that its emission treatment system was designed to de-activate during real-
16 world driving conditions; and that it could not achieve the advertised towing power, performance,
17 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
18 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
19 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
20 control devices.

21 160. Plaintiff, Ken G. Sharpe (for the purpose of this paragraph, "Plaintiff"), a citizen
22 of the State of Pennsylvania, residing in the City of Seneca, bought a 2016 Dodge Ram 1500
23 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about November 30,

1 2016, at Donovan & Bauer Auto Group, an authorized FCA dealer in Titusville, Pennsylvania.
2 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
3 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
4 website, on which the Subject Vehicles were represented as environmentally friendly, having low
5 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
6 Subject Vehicles. When Plaintiff went to Donovan & Bauer Auto Group to purchase the Subject
7 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
8 economy and performance. These representations, along with the advertised fuel economy, were
9 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
10 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
11 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
12 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
13 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
14 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
15 emission standards; that its emission treatment system was designed to de-activate during real-
16 world driving conditions; and that it could not achieve the advertised towing power, performance,
17 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
18 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
19 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
20 control devices.

21 161. Plaintiff, Kenneth Nunez (for the purpose of this paragraph, "Plaintiff"), a citizen
22 of the State of Louisiana, residing in the City of Opelousas, bought a 2016 Dodge Ram 1500
23 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about February 1,

1 2016, at Sterling Chrysler Jeep Dodge Ram, an authorized FCA dealer in Opelousas, Louisiana.
2 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
3 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
4 website, on which the Subject Vehicles were represented as environmentally friendly, having low
5 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
6 Subject Vehicles. When Plaintiff went to Sterling Chrysler Jeep Dodge Ram to purchase the
7 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
8 its fuel economy and performance. These representations, along with the advertised fuel economy,
9 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
10 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
11 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
12 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
13 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
14 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
15 comply with emission standards; that its emission treatment system was designed to de-activate
16 during real-world driving conditions; and that it could not achieve the advertised towing power,
17 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
18 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
19 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
20 unauthorized emission control devices.

21 162. Plaintiff, Kevin Morrison (for the purpose of this paragraph, "Plaintiff"), a citizen
22 of the State of Florida, residing in the City of Cape Coral, bought a 2015 Dodge Ram 1500
23 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about December 14,

1 2015, at Douglas Jeep Chrysler Dodge Ram, an authorized FCA dealer in Venice, Florida. Plaintiff
2 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
3 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
4 website, on which the Subject Vehicles were represented as environmentally friendly, having low
5 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
6 Subject Vehicles. When Plaintiff went to Douglas Jeep Chrysler Dodge Ram to purchase the
7 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
8 its fuel economy and performance. These representations, along with the advertised fuel economy,
9 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
10 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
11 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
12 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
13 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
14 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
15 comply with emission standards; that its emission treatment system was designed to de-activate
16 during real-world driving conditions; and that it could not achieve the advertised towing power,
17 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
18 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
19 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
20 unauthorized emission control devices.

21 163. Plaintiff, Kevin Massey (for the purpose of this paragraph, "Plaintiff"), a citizen of
22 the State of Arizona, residing in the City of Greenbrier, bought a 2015 Dodge Ram 1500
23 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about August 29,

1 2015, at Red River Dodge Chrysler Jeep, an authorized FCA dealer in Heber Springs, Arizona.
2 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
3 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
4 website, on which the Subject Vehicles were represented as environmentally friendly, having low
5 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
6 Subject Vehicles. When Plaintiff went to Red River Dodge Chrysler Jeep to purchase the Subject
7 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
8 economy and performance. These representations, along with the advertised fuel economy, were
9 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
10 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
11 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
12 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
13 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
14 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
15 emission standards; that its emission treatment system was designed to de-activate during real-
16 world driving conditions; and that it could not achieve the advertised towing power, performance,
17 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
18 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
19 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
20 control devices.

21 164. Plaintiff, Kim Hall (for the purpose of this paragraph, "Plaintiff"), a citizen of the
22 State of North Carolina, residing in the City of Como, bought a 2015 Dodge Ram 1500 EcoDiesel®
23 (for the purpose of this paragraph, the "Subject Vehicle") on or about June 6, 2015, at Greenbrier

1 Dodge, an authorized FCA dealer in Chesapeake, Virginia. Plaintiff decided to buy the Subject
2 Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced
3 emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject
4 Vehicles were represented as environmentally friendly, having low emissions and good fuel
5 economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When
6 Plaintiff went to Greenbrier Dodge to purchase the Subject Vehicle, the sales associate touted the
7 Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
8 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
9 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
10 could perform as advertised only by emitting NOx at levels that are greater than advertised and
11 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
12 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
13 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
14 would have paid less for it, had he/she known that it did not comply with emission standards; that
15 its emission treatment system was designed to de-activate during real-world driving conditions;
16 and that it could not achieve the advertised towing power, performance, and/or fuel economy
17 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
18 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
19 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

20 165. Plaintiff, Kimberly C. Miller (for the purpose of this paragraph, "Plaintiff"), a
21 citizen of the State of Ohio, residing in the City of Cincinnati, bought a 2015 Jeep Grand Cherokee
22 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about January 23,
23 2015, at Northgate Chrysler Jeep, an authorized FCA dealer in Cincinnati, Ohio. Plaintiff decided

1 to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel"
2 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on
3 which the Subject Vehicles were represented as environmentally friendly, having low emissions
4 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
5 Vehicles. When Plaintiff went to Northgate Chrysler Jeep to purchase the Subject Vehicle, the
6 sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
7 performance. These representations, along with the advertised fuel economy, were among the
8 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
9 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
10 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
11 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
12 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
13 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
14 standards; that its emission treatment system was designed to de-activate during real-world driving
15 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
16 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
17 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
18 or would have paid less for it, had Defendants not concealed the unauthorized emission control
19 devices.

20 166. Plaintiff, Kimela Anne Bryant (for the purpose of this paragraph, "Plaintiff"), a
21 citizen of the State of South Carolina, residing in the City of Monetta, bought a 2016 Dodge Ram
22 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about October
23 22, 2016, at JT's Chrysler Jeep Dodge, an authorized FCA dealer in Lexington, South Carolina.

1 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
2 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
3 website, on which the Subject Vehicles were represented as environmentally friendly, having low
4 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
5 Subject Vehicles. When Plaintiff went to JT's Chrysler Jeep Dodge to purchase the Subject
6 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
7 economy and performance. These representations, along with the advertised fuel economy, were
8 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
9 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
10 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
11 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
12 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
13 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
14 emission standards; that its emission treatment system was designed to de-activate during real-
15 world driving conditions; and that it could not achieve the advertised towing power, performance,
16 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
17 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
18 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
19 control devices.

20 167. Plaintiff, Kris A. Shepherd (for the purpose of this paragraph, "Plaintiff"), a citizen
21 of the State of Oregon, residing in the City of Keizer, bought a 2015 Dodge Ram 1500 EcoDiesel®
22 (for the purpose of this paragraph, the "Subject Vehicle") on or about July 17, 2015, at Dave Smith
23 Motors, an authorized FCA dealer in Kellogg, Idaho. Plaintiff decided to buy the Subject Vehicle

1 based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions
2 and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were
3 represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff
4 also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to
5 Dave Smith Motors to purchase the Subject Vehicle, the sales associate touted the Subject
6 Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
7 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
8 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
9 could perform as advertised only by emitting NOx at levels that are greater than advertised and
10 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
11 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
12 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
13 would have paid less for it, had he/she known that it did not comply with emission standards; that
14 its emission treatment system was designed to de-activate during real-world driving conditions;
15 and that it could not achieve the advertised towing power, performance, and/or fuel economy
16 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
17 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
18 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

19 168. Plaintiff, Lance Popwell (for the purpose of this paragraph, "Plaintiff"), a citizen
20 of the State of Louisiana, residing in the City of Farmerville, bought a 2016 Dodge Ram 1500
21 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about November 1,
22 2016, at Brennan Dodge, an authorized FCA dealer in Ruston, Louisiana. Plaintiff decided to buy
23 the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,

1 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
2 Subject Vehicles were represented as environmentally friendly, having low emissions and good
3 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
4 When Plaintiff went to Brennan Dodge to purchase the Subject Vehicle, the sales associate touted
5 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
6 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
7 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
8 could perform as advertised only by emitting NOx at levels that are greater than advertised and
9 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
10 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
11 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
12 would have paid less for it, had he/she known that it did not comply with emission standards; that
13 its emission treatment system was designed to de-activate during real-world driving conditions;
14 and that it could not achieve the advertised towing power, performance, and/or fuel economy
15 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
16 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
17 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

18 169. Plaintiff, Larry Sosamon (for the purpose of this paragraph, "Plaintiff"), a citizen
19 of the State of Illinois, residing in the City of Saybrook, bought a 2014 Dodge Ram 1500
20 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about November 7,
21 2014, at Shields Auto Center, an authorized FCA dealer in Rantoul, Illinois. Plaintiff decided to
22 buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle
23 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the

1 Subject Vehicles were represented as environmentally friendly, having low emissions and good
2 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
3 When Plaintiff went to Shields Auto Center to purchase the Subject Vehicle, the sales associate
4 touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance.
5 These representations, along with the advertised fuel economy, were among the primary reasons
6 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
7 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
8 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
9 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
10 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
11 would have paid less for it, had he/she known that it did not comply with emission standards; that
12 its emission treatment system was designed to de-activate during real-world driving conditions;
13 and that it could not achieve the advertised towing power, performance, and/or fuel economy
14 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
15 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
16 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

17 170. Plaintiff, Larry Maxa (for the purpose of this paragraph, "Plaintiff"), a citizen of
18 the State of Idaho, residing in the City of Weiser, bought a 2016 Dodge Ram 1500 EcoDiesel®
19 (for the purpose of this paragraph, the "Subject Vehicle") on or about August 31, 2016, at
20 Hometown Motors, an authorized FCA dealer in Weiser, Idaho. Plaintiff decided to buy the Subject
21 Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced
22 emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject
23 Vehicles were represented as environmentally friendly, having low emissions and good fuel

1 economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When
2 Plaintiff went to Hometown Motors to purchase the Subject Vehicle, the sales associate touted the
3 Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
4 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
5 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
6 could perform as advertised only by emitting NOx at levels that are greater than advertised and
7 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
8 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
9 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
10 would have paid less for it, had he/she known that it did not comply with emission standards; that
11 its emission treatment system was designed to de-activate during real-world driving conditions;
12 and that it could not achieve the advertised towing power, performance, and/or fuel economy
13 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
14 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
15 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

16 171. Plaintiff, Lennard Loupe (for the purpose of this paragraph, "Plaintiff"), a citizen
17 of the State of Louisiana, residing in the City of Reserve, bought a 2014 Dodge Ram 1500
18 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about May 31, 2014,
19 at Riverland Chrysler Dodge Jeep, an authorized FCA dealer in Laplace, Louisiana. Plaintiff
20 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
21 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
22 website, on which the Subject Vehicles were represented as environmentally friendly, having low
23 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the

1 Subject Vehicles. When Plaintiff went to Riverland Chrysler Dodge Jeep to purchase the Subject
2 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
3 economy and performance. These representations, along with the advertised fuel economy, were
4 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
5 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
6 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
7 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
8 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
9 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
10 emission standards; that its emission treatment system was designed to de-activate during real-
11 world driving conditions; and that it could not achieve the advertised towing power, performance,
12 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
13 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
14 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
15 control devices.

16 172. Plaintiff, Leslie J. Preston (for the purpose of this paragraph, "Plaintiff"), a citizen
17 of the State of Colorado, residing in the City of Windsor, bought a 2016 Dodge Ram 1500
18 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about May 19, 2016,
19 at Fort Collins Dodge Chrysler Jeep, an authorized FCA dealer in Fort Collins, Colorado. Plaintiff
20 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
21 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
22 website, on which the Subject Vehicles were represented as environmentally friendly, having low
23 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the

1 Subject Vehicles. When Plaintiff went to Fort Collins Dodge Chrysler Jeep to purchase the Subject
2 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
3 economy and performance. These representations, along with the advertised fuel economy, were
4 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
5 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
6 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
7 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
8 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
9 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
10 emission standards; that its emission treatment system was designed to de-activate during real-
11 world driving conditions; and that it could not achieve the advertised towing power, performance,
12 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
13 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
14 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
15 control devices.

16 173. Plaintiff, Loren Heideman (for the purpose of this paragraph, "Plaintiff"), a citizen
17 of the State of Oregon, residing in the City of Ione, bought a 2015 Dodge Ram 1500 EcoDiesel®
18 (for the purpose of this paragraph, the "Subject Vehicle") on or about February 15, 2016, at Toms
19 Country Dodge, an authorized FCA dealer in Hermiston, Oregon. Plaintiff decided to buy the
20 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
21 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
22 Subject Vehicles were represented as environmentally friendly, having low emissions and good
23 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.

1 When Plaintiff went to Toms Country Dodge to purchase the Subject Vehicle, the sales associate
2 touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance.
3 These representations, along with the advertised fuel economy, were among the primary reasons
4 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
5 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
6 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
7 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
8 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
9 would have paid less for it, had he/she known that it did not comply with emission standards; that
10 its emission treatment system was designed to de-activate during real-world driving conditions;
11 and that it could not achieve the advertised towing power, performance, and/or fuel economy
12 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
13 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
14 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

15 174. Plaintiff, Louie Romero (for the purpose of this paragraph, "Plaintiff"), a citizen of
16 the State of New Mexico, residing in the City of Santa Rosa, bought a 2015 Jeep Grand Cherokee
17 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about August 7, 2018
18 at Mark's Casa Chrysler Jeep, an authorized FCA dealer in Albuquerque, New Mexico. Plaintiff
19 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
20 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep
21 website, on which the Subject Vehicles were represented as environmentally friendly, having low
22 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
23 Subject Vehicles. When Plaintiff went to Mark's Casa Chrysler Jeep to purchase the Subject

1 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
2 economy and performance. These representations, along with the advertised fuel economy, were
3 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
4 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
5 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
6 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
7 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
8 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
9 emission standards; that its emission treatment system was designed to de-activate during real-
10 world driving conditions; and that it could not achieve the advertised towing power, performance,
11 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
12 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
13 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
14 control devices.

15 175. Plaintiff, Luke David (for the purpose of this paragraph, "Plaintiff"), a citizen of
16 the State of Louisiana, residing in the City of Gueydan, bought a 2015 Dodge Ram 1500
17 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about August 1, 2015,
18 at Sterling Motors, an authorized FCA dealer in Jennings, Louisiana. Plaintiff decided to buy the
19 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
20 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
21 Subject Vehicles were represented as environmentally friendly, having low emissions and good
22 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
23 When Plaintiff went to Sterling Motors to purchase the Subject Vehicle, the sales associate touted

1 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
2 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
3 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
4 could perform as advertised only by emitting NOx at levels that are greater than advertised and
5 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
6 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
7 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
8 would have paid less for it, had he/she known that it did not comply with emission standards; that
9 its emission treatment system was designed to de-activate during real-world driving conditions;
10 and that it could not achieve the advertised towing power, performance, and/or fuel economy
11 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
12 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
13 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

14 176. Plaintiff, Marie & Verl Robbins (for the purpose of this paragraph, "Plaintiff"),
15 citizens of the State of Utah, residing in the City of Tremonton, bought a 2015 Jeep Grand
16 Cherokee EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about
17 August 8, 2014, at Heritage Motor, an authorized FCA dealer in Tremonton, Utah. Plaintiff
18 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
19 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep
20 website, on which the Subject Vehicles were represented as environmentally friendly, having low
21 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
22 Subject Vehicles. When Plaintiff went to Heritage Motor to purchase the Subject Vehicle, the
23 sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and

1 performance. These representations, along with the advertised fuel economy, were among the
2 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
3 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
4 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
5 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
6 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
7 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
8 standards; that its emission treatment system was designed to de-activate during real-world driving
9 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
10 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
11 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
12 or would have paid less for it, had Defendants not concealed the unauthorized emission control
13 devices.

14 177. Plaintiff, Mark Seghetti, d/b/a R & B Outdoors, Inc. (for the purpose of this
15 paragraph, "Plaintiff"), a citizen of the State of Oregon, residing in the City of Springfield, bought
16 a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle")
17 on or about February 1, 2016, at Lithia Chrysler Dodge Jeep Ram Fiat of Eugene, an authorized
18 FCA dealer in Eugene, Oregon. Plaintiff decided to buy the Subject Vehicle based in part on FCA's
19 representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient).
20 Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as
21 environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls
22 seeing television commercials about the Subject Vehicles. When Plaintiff went to Lithia Chrysler
23 Dodge Jeep Ram Fiat of Eugene to purchase the Subject Vehicle, the sales associate touted the

1 Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
2 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
3 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
4 could perform as advertised only by emitting NOx at levels that are greater than advertised and
5 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
6 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
7 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
8 would have paid less for it, had he/she known that it did not comply with emission standards; that
9 its emission treatment system was designed to de-activate during real-world driving conditions;
10 and that it could not achieve the advertised towing power, performance, and/or fuel economy
11 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
12 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
13 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

14 178. Plaintiff, Mark Deemy (for the purpose of this paragraph, "Plaintiff"), a citizen of
15 the State of Arizona, residing in the City of Surprise, bought a 2014 Jeep Grand Cherokee
16 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about September 9,
17 2014, at Larry Miller Dodge Chrysler Jeep, an authorized FCA dealer in Surprise, Illinois. Plaintiff
18 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
19 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep
20 website, on which the Subject Vehicles were represented as environmentally friendly, having low
21 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
22 Subject Vehicles. When Plaintiff went to Larry Miller Dodge Chrysler Jeep to purchase the
23 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including

1 its fuel economy and performance. These representations, along with the advertised fuel economy,
2 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
3 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
4 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
5 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
6 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
7 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
8 comply with emission standards; that its emission treatment system was designed to de-activate
9 during real-world driving conditions; and that it could not achieve the advertised towing power,
10 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
11 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
12 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
13 unauthorized emission control devices.

14 179. Plaintiff, Ronald Malcolm Macdonald (for the purpose of this paragraph,
15 "Plaintiff"), a citizen of the State of Florida, residing in the City of Cross City, bought a 2016
16 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or
17 about June 24, 2016, at Lake City Chrysler Dodge Jeep Ram, an authorized FCA dealer in Lake
18 City, Florida. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations
19 that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls
20 visiting the Ram website, on which the Subject Vehicles were represented as environmentally
21 friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television
22 commercials about the Subject Vehicles. When Plaintiff went to Lake City Chrysler Dodge Jeep
23 Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel®

1 attributes, including its fuel economy and performance. These representations, along with the
2 advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At
3 the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised
4 only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was
5 Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized
6 emission control devices designed to cheat emission tests and to deceive consumers and regulators.
7 Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she
8 known that it did not comply with emission standards; that its emission treatment system was
9 designed to de-activate during real-world driving conditions; and that it could not achieve the
10 advertised towing power, performance, and/or fuel economy without cheating emission tests.
11 Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct,
12 and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants
13 not concealed the unauthorized emission control devices.

14 180. Plaintiff, Michael Thomas (for the purpose of this paragraph, "Plaintiff"), a citizen
15 of the State of Illinois, residing in the City of Dwight, bought a 2015 Dodge Ram 1500 EcoDiesel®
16 (for the purpose of this paragraph, the "Subject Vehicle") on or about August 20, 2016, Bought it
17 Used from a Private Owner, in Dwight, Illinois. Plaintiff decided to buy the Subject Vehicle based
18 in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and
19 fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were
20 represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff
21 also recalls seeing television commercials about the Subject Vehicles. When Plaintiff decided to
22 Purchase from a Private Owner, the seller touted the Subject Vehicle's EcoDiesel® attributes,
23 including its fuel economy and performance. These representations, along with the advertised fuel

1 economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of
2 purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by
3 emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff
4 aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission
5 control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff
6 would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known
7 that it did not comply with emission standards; that its emission treatment system was designed to
8 de-activate during real-world driving conditions; and that it could not achieve the advertised
9 towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has
10 suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would
11 not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not
12 concealed the unauthorized emission control devices.

13 181. Plaintiff, Michael Balzhiser (for the purpose of this paragraph, "Plaintiff"), a
14 citizen of the State of New York, residing in the City of Endicott, bought a 2016 Dodge Ram 1500
15 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about February 19,
16 2016, at Binghamton Chrysler, an authorized FCA dealer in Binghamton, New York. Plaintiff
17 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
18 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
19 website, on which the Subject Vehicles were represented as environmentally friendly, having low
20 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
21 Subject Vehicles. When Plaintiff went to Binghamton Chrysler to purchase the Subject Vehicle,
22 the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy
23 and performance. These representations, along with the advertised fuel economy, were among the

1 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
2 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
3 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
4 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
5 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
6 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
7 standards; that its emission treatment system was designed to de-activate during real-world driving
8 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
9 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
10 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
11 or would have paid less for it, had Defendants not concealed the unauthorized emission control
12 devices.

13 182. Plaintiff, Michael Divona (for the purpose of this paragraph, "Plaintiff"), a citizen
14 of the State of Florida, residing in the City of Callahan, bought a 2015 Dodge Ram 1500
15 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about April 20, 2015,
16 at Murray Dodge Jeep Ram, an authorized FCA dealer in Starke, Florida. Plaintiff decided to buy
17 the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
18 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
19 Subject Vehicles were represented as environmentally friendly, having low emissions and good
20 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
21 When Plaintiff went to Murray Dodge Jeep Ram to purchase the Subject Vehicle, the sales
22 associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
23 performance. These representations, along with the advertised fuel economy, were among the

1 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
2 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
3 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
4 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
5 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
6 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
7 standards; that its emission treatment system was designed to de-activate during real-world driving
8 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
9 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
10 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
11 or would have paid less for it, had Defendants not concealed the unauthorized emission control
12 devices.

13 183. Plaintiff, Michael Janssen (for the purpose of this paragraph, "Plaintiff"), a citizen
14 of the State of Missouri, residing in the City of Hillsboro, bought a 2016 Dodge Ram 1500
15 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about April 15, 2016,
16 at Lucas Smith, an authorized FCA dealer in Festus, Missouri. Plaintiff decided to buy the Subject
17 Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced
18 emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject
19 Vehicles were represented as environmentally friendly, having low emissions and good fuel
20 economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When
21 Plaintiff went to Lucas Smith to purchase the Subject Vehicle, the sales associate touted the Subject
22 Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
23 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff

1 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
2 could perform as advertised only by emitting NOx at levels that are greater than advertised and
3 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
4 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
5 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
6 would have paid less for it, had he/she known that it did not comply with emission standards; that
7 its emission treatment system was designed to de-activate during real-world driving conditions;
8 and that it could not achieve the advertised towing power, performance, and/or fuel economy
9 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
10 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
11 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

12 184. Plaintiff, Michael Stuart (for the purpose of this paragraph, "Plaintiff"), a citizen
13 of the State of Missouri, residing in the City of Lampe, bought a 2014 Dodge Ram 1500
14 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about November 4,
15 2014, at Corwin Ram, an authorized FCA dealer in Springfield, Missouri. Plaintiff decided to buy
16 the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
17 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
18 Subject Vehicles were represented as environmentally friendly, having low emissions and good
19 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
20 When Plaintiff went to Corwin Ram to purchase the Subject Vehicle, the sales associate touted the
21 Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
22 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
23 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle

1 could perform as advertised only by emitting NOx at levels that are greater than advertised and
2 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
3 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
4 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
5 would have paid less for it, had he/she known that it did not comply with emission standards; that
6 its emission treatment system was designed to de-activate during real-world driving conditions;
7 and that it could not achieve the advertised towing power, performance, and/or fuel economy
8 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
9 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
10 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

11 185. Plaintiff, Michele Carrano (for the purpose of this paragraph, "Plaintiff"), a citizen
12 of the State of Arizona, residing in the City of Golden Canyon, bought a 2015 Dodge Ram 1500
13 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about July 31, 2015,
14 at Lilliston Dodge, an authorized FCA dealer in Millville, New Jersey. Plaintiff decided to buy the
15 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
16 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
17 Subject Vehicles were represented as environmentally friendly, having low emissions and good
18 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
19 When Plaintiff went to Lilliston Dodge to purchase the Subject Vehicle, the sales associate touted
20 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
21 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
22 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
23 could perform as advertised only by emitting NOx at levels that are greater than advertised and

1 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
2 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
3 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
4 would have paid less for it, had he/she known that it did not comply with emission standards; that
5 its emission treatment system was designed to de-activate during real-world driving conditions;
6 and that it could not achieve the advertised towing power, performance, and/or fuel economy
7 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
8 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
9 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

10 186. Plaintiff, Mike Stevens (for the purpose of this paragraph, "Plaintiff"), a citizen of
11 the State of South Dakota, residing in the City of Viborg, bought a 2015 Dodge Ram 1500
12 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about December 1,
13 2014, at Billion Auto – Chrysler Jeep Dodge Ram In Sioux Falls, an authorized FCA dealer in
14 Sioux Falls, South Dakota. Plaintiff decided to buy the Subject Vehicle based in part on FCA's
15 representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient).
16 Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as
17 environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls
18 seeing television commercials about the Subject Vehicles. When Plaintiff went to Billion Auto –
19 Chrysler Jeep Dodge Ram In Sioux Falls to purchase the Subject Vehicle, the sales associate touted
20 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
21 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
22 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
23 could perform as advertised only by emitting NOx at levels that are greater than advertised and

1 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
2 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
3 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
4 would have paid less for it, had he/she known that it did not comply with emission standards; that
5 its emission treatment system was designed to de-activate during real-world driving conditions;
6 and that it could not achieve the advertised towing power, performance, and/or fuel economy
7 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
8 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
9 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

10 187. Plaintiff, Mike Kolsch (for the purpose of this paragraph, "Plaintiff"), a citizen of
11 the State of Nevada, residing in the City of Elko, bought a 2014 Dodge Ram 1500 EcoDiesel®
12 (for the purpose of this paragraph, the "Subject Vehicle") on or about September 15, 2014, at Elko
13 Motor Co., an authorized FCA dealer in Elko, Nevada. Plaintiff decided to buy the Subject Vehicle
14 based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions
15 and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were
16 represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff
17 also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Elko
18 Motor Co. to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's
19 EcoDiesel® attributes, including its fuel economy and performance. These representations, along
20 with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject
21 Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as
22 advertised only by emitting NOx at levels that are greater than advertised and above legal limits.
23 Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and

1 unauthorized emission control devices designed to cheat emission tests and to deceive consumers
2 and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less
3 for it, had he/she known that it did not comply with emission standards; that its emission treatment
4 system was designed to de-activate during real-world driving conditions; and that it could not
5 achieve the advertised towing power, performance, and/or fuel economy without cheating
6 emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of
7 Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid
8 less for it, had Defendants not concealed the unauthorized emission control devices.

9 188. Plaintiff, Mike McClowkey (for the purpose of this paragraph, "Plaintiff"), a citizen
10 of the State of Washington, residing in the City of Hoquiam, bought a 2015 Dodge Ram 1500
11 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about November 20,
12 2016, at Five Star, an authorized FCA dealer in Aberdeen, Washington. Plaintiff decided to buy
13 the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
14 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
15 Subject Vehicles were represented as environmentally friendly, having low emissions and good
16 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
17 When Plaintiff went to Five Star to purchase the Subject Vehicle, the sales associate touted the
18 Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
19 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
20 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
21 could perform as advertised only by emitting NOx at levels that are greater than advertised and
22 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
23 undisclosed and unauthorized emission control devices designed to cheat emission tests and to

1 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
2 would have paid less for it, had he/she known that it did not comply with emission standards; that
3 its emission treatment system was designed to de-activate during real-world driving conditions;
4 and that it could not achieve the advertised towing power, performance, and/or fuel economy
5 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
6 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
7 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

8 189. Plaintiff, Mike Blizinski (for the purpose of this paragraph, "Plaintiff"), a citizen
9 of the State of New York, residing in the City of Loudonville, bought a 2015 Dodge Ram 1500
10 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about November 11,
11 2015, at Lia Chrysler Dodge Jeep, an authorized FCA dealer in Loudonville, New York. Plaintiff
12 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
13 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
14 website, on which the Subject Vehicles were represented as environmentally friendly, having low
15 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
16 Subject Vehicles. When Plaintiff went to Lia Chrysler Dodge Jeep to purchase the Subject
17 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
18 economy and performance. These representations, along with the advertised fuel economy, were
19 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
20 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
21 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
22 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
23 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased

1 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
2 emission standards; that its emission treatment system was designed to de-activate during real-
3 world driving conditions; and that it could not achieve the advertised towing power, performance,
4 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
5 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
6 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
7 control devices.

8 190. Plaintiff, Mike Doherty (for the purpose of this paragraph, "Plaintiff"), a citizen of
9 the State of New Hampshire, residing in the City of Dublin, bought a 2014 Dodge Ram 1500
10 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about October 22,
11 2014, at Summit Chrysler, an authorized FCA dealer in Brattleboro, Vermont. Plaintiff decided to
12 buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle
13 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
14 Subject Vehicles were represented as environmentally friendly, having low emissions and good
15 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
16 When Plaintiff went to Summit Chrysler to purchase the Subject Vehicle, the sales associate touted
17 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
18 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
19 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
20 could perform as advertised only by emitting NOx at levels that are greater than advertised and
21 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
22 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
23 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or

1 would have paid less for it, had he/she known that it did not comply with emission standards; that
2 its emission treatment system was designed to de-activate during real-world driving conditions;
3 and that it could not achieve the advertised towing power, performance, and/or fuel economy
4 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
5 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
6 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

7 191. Plaintiff, Miklos Toth (for the purpose of this paragraph, "Plaintiff"), a citizen of
8 the State of Nevada, residing in the City of Ely, bought a 2015 Dodge Ram 1500 EcoDiesel® (for
9 the purpose of this paragraph, the "Subject Vehicle") on or about June 1, 2015, at Dave Smith
10 Motors, an authorized FCA dealer in Kellogg, Idaho. Plaintiff decided to buy the Subject Vehicle
11 based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions
12 and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were
13 represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff
14 also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to
15 Dave Smith Motors to purchase the Subject Vehicle, the sales associate touted the Subject
16 Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
17 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
18 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
19 could perform as advertised only by emitting NOx at levels that are greater than advertised and
20 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
21 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
22 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
23 would have paid less for it, had he/she known that it did not comply with emission standards; that

1 its emission treatment system was designed to de-activate during real-world driving conditions;
2 and that it could not achieve the advertised towing power, performance, and/or fuel economy
3 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
4 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
5 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

6 192. Plaintiff, Monte Paul & Devera Jean Oberlee (for the purpose of this paragraph,
7 "Plaintiff"), citizens of the State of Florida, residing in the City of Punta Gorda, bought a 2014
8 Jeep Grand Cherokee EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or
9 about July 15, 2015, at Son Nester Auto Group, an authorized FCA dealer in Houghton Lake,
10 Michigan. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that
11 it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting
12 the Jeep website, on which the Subject Vehicles were represented as environmentally friendly,
13 having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials
14 about the Subject Vehicles. When Plaintiff went to Son Nester Auto Group to purchase the Subject
15 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
16 economy and performance. These representations, along with the advertised fuel economy, were
17 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
18 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
19 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
20 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
21 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
22 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
23 emission standards; that its emission treatment system was designed to de-activate during real-

1 world driving conditions; and that it could not achieve the advertised towing power, performance,
2 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
3 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
4 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
5 control devices.

6 193. Plaintiff, Morgan Green (for the purpose of this paragraph, "Plaintiff"), a citizen of
7 the State of Pennsylvania, residing in the City of Scranton, bought a 2015 Dodge Ram 1500
8 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about January 31,
9 2015, at Scranton Dodge Chrysler Jeep Ram, an authorized FCA dealer in Scranton, Pennsylvania.
10 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
11 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
12 website, on which the Subject Vehicles were represented as environmentally friendly, having low
13 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
14 Subject Vehicles. When Plaintiff went to Scranton Dodge Chrysler Jeep Ram to purchase the
15 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
16 its fuel economy and performance. These representations, along with the advertised fuel economy,
17 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
18 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
19 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
20 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
21 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
22 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
23 comply with emission standards; that its emission treatment system was designed to de-activate

1 during real-world driving conditions; and that it could not achieve the advertised towing power,
2 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
3 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
4 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
5 unauthorized emission control devices.

6 194. Plaintiff, Neil Durrant (for the purpose of this paragraph, "Plaintiff"), a citizen of
7 the State of Idaho, residing in the City of Kuna, bought a 2016 Dodge Ram 1500 EcoDiesel® (for
8 the purpose of this paragraph, the "Subject Vehicle") on or about June 1, 2016, at Peterson Dodge
9 Chrysler Jeep Ram, an authorized FCA dealer in Nampa, Idaho. Plaintiff decided to buy the
10 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
11 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
12 Subject Vehicles were represented as environmentally friendly, having low emissions and good
13 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
14 When Plaintiff went to Peter Dodge Chrysler Jeep Ram to purchase the Subject Vehicle, the sales
15 associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
16 performance. These representations, along with the advertised fuel economy, were among the
17 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
18 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
19 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
20 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
21 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
22 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
23 standards; that its emission treatment system was designed to de-activate during real-world driving

1 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
2 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
3 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
4 or would have paid less for it, had Defendants not concealed the unauthorized emission control
5 devices.

6 195. Plaintiff, Paul Kearney (for the purpose of this paragraph, "Plaintiff"), a citizen of
7 the State of Washington, residing in the City of Edmonds, bought a 2016 Dodge Ram 1500
8 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about July 5, 2016, at
9 Rairdon Dodge Chrysler Keep of Kirkland, an authorized FCA dealer in Kirkland, Washington.
10 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
11 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
12 website, on which the Subject Vehicles were represented as environmentally friendly, having low
13 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
14 Subject Vehicles. When Plaintiff went to Rairdon Dodge Chrysler Keep of Kirkland to purchase
15 the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes,
16 including its fuel economy and performance. These representations, along with the advertised fuel
17 economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of
18 purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by
19 emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff
20 aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission
21 control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff
22 would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known
23 that it did not comply with emission standards; that its emission treatment system was designed to

1 de-activate during real-world driving conditions; and that it could not achieve the advertised
2 towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has
3 suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would
4 not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not
5 concealed the unauthorized emission control devices.

6 196. Plaintiff, Peter Ammirati (for the purpose of this paragraph, "Plaintiff"), a citizen
7 of the State of New York, residing in the City of Staten Island, leased a 2016 Dodge Ram 1500
8 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about May 7, 2016,
9 at Route 18 Chrysler Jeep Dodge Ram, an authorized FCA dealer in New Brunswick, New Jersey.
10 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
11 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
12 website, on which the Subject Vehicles were represented as environmentally friendly, having low
13 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
14 Subject Vehicles. When Plaintiff went to Route 18 Chrysler Jeep Dodge Ram to lease the Subject
15 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
16 economy and performance. These representations, along with the advertised fuel economy, were
17 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of lease, Plaintiff did
18 not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that
19 are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
20 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
21 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have leased the
22 Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
23 emission standards; that its emission treatment system was designed to de-activate during real-

1 world driving conditions; and that it could not achieve the advertised towing power, performance,
2 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
3 direct and proximate result of Defendants' misconduct, and would not have leased the Subject
4 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
5 control devices.

6 197. Plaintiff, Peter Vigue (for the purpose of this paragraph, "Plaintiff"), a citizen of
7 the State of Montana, residing in the City of Superior, bought a 2016 Dodge Ram 1500 EcoDiesel®
8 (for the purpose of this paragraph, the "Subject Vehicle") on or about March 11, 2016, at Dave
9 Smith Motors, an authorized FCA dealer in Kellogg, Idaho. Plaintiff decided to buy the Subject
10 Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced
11 emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject
12 Vehicles were represented as environmentally friendly, having low emissions and good fuel
13 economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When
14 Plaintiff went to Dave Smith Motors to purchase the Subject Vehicle, the sales associate touted the
15 Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
16 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
17 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
18 could perform as advertised only by emitting NOx at levels that are greater than advertised and
19 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
20 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
21 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
22 would have paid less for it, had he/she known that it did not comply with emission standards; that
23 its emission treatment system was designed to de-activate during real-world driving conditions;

1 and that it could not achieve the advertised towing power, performance, and/or fuel economy
2 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
3 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
4 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

5 198. Plaintiff, Randal G. & Virginia K. Henricks Smith (for the purpose of this
6 paragraph, "Plaintiff"), citizens of the State of Nevada, residing in the City of Laughlin, bought a
7 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on
8 or about May 31, 2018 at Jones Ram/Chrysler, an authorized FCA dealer in Wickenburg, Arizona.
9 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
10 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
11 website, on which the Subject Vehicles were represented as environmentally friendly, having low
12 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
13 Subject Vehicles. When Plaintiff went to Jones Ram/Chrysler to purchase the Subject Vehicle,
14 the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy
15 and performance. These representations, along with the advertised fuel economy, were among the
16 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
17 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
18 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
19 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
20 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
21 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
22 standards; that its emission treatment system was designed to de-activate during real-world driving
23 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel

1 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
2 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
3 or would have paid less for it, had Defendants not concealed the unauthorized emission control
4 devices.

5 199. Plaintiff, Randall S. Holdaway (for the purpose of this paragraph, "Plaintiff"), a
6 citizen of the State of Florida, residing in the City of Lakewood Ranch, bought a 2015 Dodge Ram
7 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about October
8 1, 2015, at Plaza Chrysler Dodge Jeep Ram, an authorized FCA dealer in Inverness, Florida.
9 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
10 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
11 website, on which the Subject Vehicles were represented as environmentally friendly, having low
12 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
13 Subject Vehicles. When Plaintiff went to Plaza Chrysler Dodge Jeep Ram to purchase the Subject
14 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
15 economy and performance. These representations, along with the advertised fuel economy, were
16 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
17 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
18 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
19 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
20 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
21 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
22 emission standards; that its emission treatment system was designed to de-activate during real-
23 world driving conditions; and that it could not achieve the advertised towing power, performance,

1 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
2 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
3 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
4 control devices.

5 200. Plaintiff, Randy Peterson (for the purpose of this paragraph, "Plaintiff"), a citizen
6 of the State of Illinois, residing in the City of Paris, bought a 2015 Dodge Ram 1500 EcoDiesel®
7 (for the purpose of this paragraph, the "Subject Vehicle") on or about August 3, 2016, at Diepholz
8 Auto Group, an authorized FCA dealer in Paris, Illinois. Plaintiff decided to buy the Subject
9 Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced
10 emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject
11 Vehicles were represented as environmentally friendly, having low emissions and good fuel
12 economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When
13 Plaintiff went to Diepholz Auto Group to purchase the Subject Vehicle, the sales associate touted
14 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
15 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
16 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
17 could perform as advertised only by emitting NOx at levels that are greater than advertised and
18 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
19 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
20 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
21 would have paid less for it, had he/she known that it did not comply with emission standards; that
22 its emission treatment system was designed to de-activate during real-world driving conditions;
23 and that it could not achieve the advertised towing power, performance, and/or fuel economy

1 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
2 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
3 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

4 201. Plaintiff, Randy Long (for the purpose of this paragraph, "Plaintiff"), a citizen of
5 the State of Nevada, residing in the City of Las Vegas, bought a 2014 Jeep Grand Cherokee
6 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 28, 2014,
7 at Tobin Dodge, an authorized FCA dealer in Henderson, Nevada. Plaintiff decided to buy the
8 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
9 reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the
10 Subject Vehicles were represented as environmentally friendly, having low emissions and good
11 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
12 When Plaintiff went to Tobin Dodge to purchase the Subject Vehicle, the sales associate touted
13 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
14 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
15 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
16 could perform as advertised only by emitting NOx at levels that are greater than advertised and
17 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
18 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
19 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
20 would have paid less for it, had he/she known that it did not comply with emission standards; that
21 its emission treatment system was designed to de-activate during real-world driving conditions;
22 and that it could not achieve the advertised towing power, performance, and/or fuel economy
23 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate

1 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
2 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

3 202. Plaintiff, Randy Sturzenbecher (for the purpose of this paragraph, "Plaintiff"), a
4 citizen of the State of South Dakota, residing in the City of Black Hawk, bought a 2014 Dodge
5 Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about
6 October 11, 2015, from a Private Owner. Plaintiff decided to buy the Subject Vehicle based in part
7 on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel
8 efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were
9 represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff
10 also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to the
11 Private Owner to purchase the Subject Vehicle, the owner touted the Subject Vehicle's EcoDiesel®
12 attributes, including its fuel economy and performance. These representations, along with the
13 advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At
14 the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised
15 only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was
16 Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized
17 emission control devices designed to cheat emission tests and to deceive consumers and regulators.
18 Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she
19 known that it did not comply with emission standards; that its emission treatment system was
20 designed to de-activate during real-world driving conditions; and that it could not achieve the
21 advertised towing power, performance, and/or fuel economy without cheating emission tests.
22 Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct,
23 and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants

1 not concealed the unauthorized emission control devices.

2 203. Plaintiffs, Randy and Angie Reed (for the purpose of this paragraph, “Plaintiffs”),
3 are citizens of the State of Oklahoma, residing in the City of Mcloud, bought a 2015 Dodge Ram
4 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about August 1,
5 2016, at AutoMax Dodge Chrysler Jeep Ram, an authorized FCA dealer in Shawnee, Oklahoma.
6 Plaintiffs decided to buy the Subject Vehicle based in part on FCA’s representations that it was an
7 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiffs recall visiting the Ram
8 website, on which the Subject Vehicles were represented as environmentally friendly, having low
9 emissions and good fuel economy. Plaintiffs also recall seeing television commercials about the
10 Subject Vehicles. When Plaintiffs went to AutoMax Dodge Chrysler Jeep Ram to purchase the
11 Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including
12 its fuel economy and performance. These representations, along with the advertised fuel economy,
13 were among the primary reasons Plaintiffs chose the Subject Vehicle. At the time of purchase,
14 Plaintiffs did not know that the Subject Vehicle could perform as advertised only by emitting NOx
15 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that Subject
16 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
17 cheat emission tests and to deceive consumers and regulators. Plaintiffs would not have purchased
18 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
19 emission standards; that its emission treatment system was designed to de-activate during real-
20 world driving conditions; and that it could not achieve the advertised towing power, performance,
21 and/or fuel economy without cheating emission tests. Plaintiffs have suffered a concrete injury as
22 a direct and proximate result of Defendants’ misconduct, and would not have purchased the
23 Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized

1 emission control devices.

2 204. Plaintiff, Ray Falk (for the purpose of this paragraph, “Plaintiff”), a citizen of the
3 State of New York, residing in the City of Beaver Falls, bought a 2014 Jeep Grand Cherokee
4 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about January 26,
5 2018 at Gerald A Nortz Inc. Chrysler, Dodge, Jeep, an authorized FCA dealer in Lowville, new
6 York. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it
7 was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting
8 the Jeep website, on which the Subject Vehicles were represented as environmentally friendly,
9 having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials
10 about the Subject Vehicles. When Plaintiff went to Gerald A Nortz Inc. Chrysler, Dodge, Jeep to
11 purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel®
12 attributes, including its fuel economy and performance. These representations, along with the
13 advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At
14 the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised
15 only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was
16 Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized
17 emission control devices designed to cheat emission tests and to deceive consumers and regulators.
18 Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she
19 known that it did not comply with emission standards; that its emission treatment system was
20 designed to de-activate during real-world driving conditions; and that it could not achieve the
21 advertised towing power, performance, and/or fuel economy without cheating emission tests.
22 Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct,
23 and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants

1 not concealed the unauthorized emission control devices.

2 205. Plaintiff, Raymond L. White (for the purpose of this paragraph, “Plaintiff”), a
3 citizen of the State of Kansas, residing in the City of Garden City, bought a 2015 Dodge Ram 1500
4 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about January 18,
5 2018 at Merchants Fleet Management, an authorized FCA dealer in Hooksett, New Hampshire.
6 Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an
7 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
8 website, on which the Subject Vehicles were represented as environmentally friendly, having low
9 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
10 Subject Vehicles. When Plaintiff went to Merchants Fleet Management to purchase the Subject
11 Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel
12 economy and performance. These representations, along with the advertised fuel economy, were
13 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
14 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
15 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
16 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
17 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
18 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
19 emission standards; that its emission treatment system was designed to de-activate during real-
20 world driving conditions; and that it could not achieve the advertised towing power, performance,
21 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
22 direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject
23 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission

1 control devices.

2 206. Plaintiff, Alan Stcy (for the purpose of this paragraph, “Plaintiff”), a citizen of the
3 State of Virginia, residing in the City of Chesapeake, bought a 2016 Dodge Ram 1500 EcoDiesel®
4 (for the purpose of this paragraph, the “Subject Vehicle”) on or about November 3, 2017 at Hall
5 Dodge, an authorized FCA dealer in Chesapeake, Virginia. Plaintiff decided to buy the Subject
6 Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced
7 emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject
8 Vehicles were represented as environmentally friendly, having low emissions and good fuel
9 economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When
10 Plaintiff went to Hall Dodge to purchase the Subject Vehicle, the sales associate touted the Subject
11 Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These
12 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
13 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
14 could perform as advertised only by emitting NOx at levels that are greater than advertised and
15 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
16 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
17 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
18 would have paid less for it, had he/she known that it did not comply with emission standards; that
19 its emission treatment system was designed to de-activate during real-world driving conditions;
20 and that it could not achieve the advertised towing power, performance, and/or fuel economy
21 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
22 result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would
23 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

1 207. Plaintiff, Rex Hale (for the purpose of this paragraph, “Plaintiff”), a citizen of the
2 State of Oklahoma, residing in the City of Vici, bought a 2015 Dodge Ram 1500 EcoDiesel® (for
3 the purpose of this paragraph, the “Subject Vehicle”) on or about July 12, 2017 at Cummins
4 Chrysler, an authorized FCA dealer in Weatherford, Oklahoma. Plaintiff decided to buy the
5 Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e.,
6 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
7 Subject Vehicles were represented as environmentally friendly, having low emissions and good
8 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
9 When Plaintiff went to Cummins Chrysler to purchase the Subject Vehicle, the sales associate
10 touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance.
11 These representations, along with the advertised fuel economy, were among the primary reasons
12 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
13 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
14 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
15 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
16 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
17 would have paid less for it, had he/she known that it did not comply with emission standards; that
18 its emission treatment system was designed to de-activate during real-world driving conditions;
19 and that it could not achieve the advertised towing power, performance, and/or fuel economy
20 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
21 result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would
22 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

23 208. Plaintiff, Richard Bradley (for the purpose of this paragraph, “Plaintiff”), a citizen

1 of the State of Tennessee, residing in the City of Lansing, bought a 2016 Dodge Ram 1500
2 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about July 18, 2017
3 at East Tennessee Ford, an authorized FCA dealer in Crossville, Tennessee. Plaintiff decided to
4 buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle
5 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
6 Subject Vehicles were represented as environmentally friendly, having low emissions and good
7 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
8 When Plaintiff went to East Tennessee Ford to purchase the Subject Vehicle, the sales associate
9 touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance.
10 These representations, along with the advertised fuel economy, were among the primary reasons
11 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
12 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
13 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
14 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
15 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
16 would have paid less for it, had he/she known that it did not comply with emission standards; that
17 its emission treatment system was designed to de-activate during real-world driving conditions;
18 and that it could not achieve the advertised towing power, performance, and/or fuel economy
19 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
20 result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would
21 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

22 209. Plaintiff, Richard Carr (for the purpose of this paragraph, “Plaintiff”), a citizen of
23 the State of Florida, residing in the City of Jacksonville, bought a 2016 Dodge Ram 1500

1 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about December 30,
2 2016, at Daytona Dodge Chrysler Jeep Ram & Fiat, an authorized FCA dealer in Daytona Beach,
3 Florida. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it
4 was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting
5 the Ram website, on which the Subject Vehicles were represented as environmentally friendly,
6 having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials
7 about the Subject Vehicles. When Plaintiff went to Daytona Dodge Chrysler Jeep Ram & Fiat to
8 purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel®
9 attributes, including its fuel economy and performance. These representations, along with the
10 advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At
11 the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised
12 only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was
13 Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized
14 emission control devices designed to cheat emission tests and to deceive consumers and regulators.
15 Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she
16 known that it did not comply with emission standards; that its emission treatment system was
17 designed to de-activate during real-world driving conditions; and that it could not achieve the
18 advertised towing power, performance, and/or fuel economy without cheating emission tests.
19 Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct,
20 and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants
21 not concealed the unauthorized emission control devices.

22 210. Plaintiff Richard A. Smith (for the purpose of this paragraph, “Plaintiff”), a citizen
23 of the State of Kentucky, residing in the City of Cecilia, bought a 2015 Dodge Ram 1500

1 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about October 31,
2 2015, at Swope Chrysler Dodge Jeep Ram, an authorized FCA dealer in Elizabethtown, Kentucky.
3 Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an
4 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
5 website, on which the Subject Vehicles were represented as environmentally friendly, having low
6 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
7 Subject Vehicles. When Plaintiff went to Swope Chrysler Dodge Jeep Ram to purchase the Subject
8 Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel
9 economy and performance. These representations, along with the advertised fuel economy, were
10 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
11 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
12 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
13 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
14 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
15 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
16 emission standards; that its emission treatment system was designed to de-activate during real-
17 world driving conditions; and that it could not achieve the advertised towing power, performance,
18 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
19 direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject
20 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
21 control devices.

22 211. Plaintiff, Richard A. Gange (for the purpose of this paragraph, “Plaintiff”), a citizen
23 of the State of Washington, residing in the City of Vancouver, bought a 2016 Dodge Ram 1500

1 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about April 17, 2017
2 at Ron Tonkin, an authorized FCA dealer in Milwaukie, Oregon. Plaintiff decided to buy the
3 Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e.,
4 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
5 Subject Vehicles were represented as environmentally friendly, having low emissions and good
6 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
7 When Plaintiff went to Ron Tonkin to purchase the Subject Vehicle, the sales associate touted the
8 Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These
9 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
10 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
11 could perform as advertised only by emitting NOx at levels that are greater than advertised and
12 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
13 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
14 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
15 would have paid less for it, had he/she known that it did not comply with emission standards; that
16 its emission treatment system was designed to de-activate during real-world driving conditions;
17 and that it could not achieve the advertised towing power, performance, and/or fuel economy
18 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
19 result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would
20 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

21 212. Plaintiff, Robert Theser (for the purpose of this paragraph, “Plaintiff”), a citizen of
22 the State of Oklahoma, residing in the City of Colcord, bought a 2016 Dodge Ram 1500
23 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about July 28, 2016,

1 at McLarty Daniel Chrysler Dodge Jeep Ram Fiat, an authorized FCA dealer in Springdale,
2 Arizona. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that
3 it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting
4 the Ram website, on which the Subject Vehicles were represented as environmentally friendly,
5 having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials
6 about the Subject Vehicles. When Plaintiff went to McLarty Daniel Chrysler Dodge Jeep am Fiat
7 to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel®
8 attributes, including its fuel economy and performance. These representations, along with the
9 advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At
10 the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised
11 only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was
12 Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized
13 emission control devices designed to cheat emission tests and to deceive consumers and regulators.
14 Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she
15 known that it did not comply with emission standards; that its emission treatment system was
16 designed to de-activate during real-world driving conditions; and that it could not achieve the
17 advertised towing power, performance, and/or fuel economy without cheating emission tests.
18 Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct,
19 and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants
20 not concealed the unauthorized emission control devices.

21 213. Plaintiff, Robert Redman (for the purpose of this paragraph, "Plaintiff"), a citizen
22 of the State of Ohio, residing in the City of Eaton, bought a 2014 Dodge Ram 1500 EcoDiesel®
23 (for the purpose of this paragraph, the "Subject Vehicle") on or about May 7, 2016, at SVG

1 Chrysler Dodge Jeep Ram, an authorized FCA dealer in Easton, Ohio. Plaintiff decided to buy the
2 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
3 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
4 Subject Vehicles were represented as environmentally friendly, having low emissions and good
5 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
6 When Plaintiff went to SVG Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales
7 associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
8 performance. These representations, along with the advertised fuel economy, were among the
9 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
10 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
11 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
12 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
13 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
14 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
15 standards; that its emission treatment system was designed to de-activate during real-world driving
16 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
17 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
18 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
19 or would have paid less for it, had Defendants not concealed the unauthorized emission control
20 devices.

21 214. Plaintiff, Robert Kroener (for the purpose of this paragraph, "Plaintiff"), a citizen
22 of the State of Arizona, residing in the City of Scottsdale, bought a 2015 Dodge Ram 1500
23 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about September 30,

1 2015, at Earnhardt Chrysler Jeep Dodge Ram, an authorized FCA dealer in Gilbert, Arizona.
2 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
3 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
4 website, on which the Subject Vehicles were represented as environmentally friendly, having low
5 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
6 Subject Vehicles. When Plaintiff went to Earnhardt Chrysler Jeep Dodge Ram to purchase the
7 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
8 its fuel economy and performance. These representations, along with the advertised fuel economy,
9 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
10 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
11 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
12 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
13 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
14 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
15 comply with emission standards; that its emission treatment system was designed to de-activate
16 during real-world driving conditions; and that it could not achieve the advertised towing power,
17 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
18 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
19 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
20 unauthorized emission control devices.

21 215. Plaintiff, Robert Graaf (for the purpose of this paragraph, "Plaintiff"), a citizen of
22 the State of Missouri, residing in the City of Clever, bought a 2015 Dodge Ram 1500 EcoDiesel®
23 (for the purpose of this paragraph, the "Subject Vehicle") on or about December 29, 2015, at

1 Fletcher Automotive, an authorized FCA dealer in Joplin, Missouri. Plaintiff decided to buy the
2 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
3 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
4 Subject Vehicles were represented as environmentally friendly, having low emissions and good
5 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
6 When Plaintiff went to Fletcher Automotive to purchase the Subject Vehicle, the sales associate
7 touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance.
8 These representations, along with the advertised fuel economy, were among the primary reasons
9 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
10 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
11 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
12 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
13 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
14 would have paid less for it, had he/she known that it did not comply with emission standards; that
15 its emission treatment system was designed to de-activate during real-world driving conditions;
16 and that it could not achieve the advertised towing power, performance, and/or fuel economy
17 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
18 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
19 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

20 216. Plaintiff, Robert Morris (for the purpose of this paragraph, "Plaintiff"), a citizen of
21 the State of Kansas, residing in the City of Wichita, bought a 2015 Dodge Ram 1500 EcoDiesel®
22 (for the purpose of this paragraph, the "Subject Vehicle") on or about December 23, 2015, at Van
23 Horn, an authorized FCA dealer in Plymouth, Wisconsin. Plaintiff decided to buy the Subject

1 Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced
2 emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject
3 Vehicles were represented as environmentally friendly, having low emissions and good fuel
4 economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When
5 Plaintiff went to Van Horn to purchase the Subject Vehicle, the sales associate touted the Subject
6 Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
7 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
8 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
9 could perform as advertised only by emitting NOx at levels that are greater than advertised and
10 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
11 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
12 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
13 would have paid less for it, had he/she known that it did not comply with emission standards; that
14 its emission treatment system was designed to de-activate during real-world driving conditions;
15 and that it could not achieve the advertised towing power, performance, and/or fuel economy
16 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
17 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
18 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

19 217. Plaintiff, Roberto Berenguer-Serrano (for the purpose of this paragraph,
20 "Plaintiff"), a citizen of the State of Florida, residing in the City of Miami Beach, bought a 2016
21 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or
22 about April 16, 2016, at Aventura CJ. LLC, an authorized FCA dealer in Miami Beach, Florida.
23 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an

1 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
2 website, on which the Subject Vehicles were represented as environmentally friendly, having low
3 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
4 Subject Vehicles. When Plaintiff went to Aventura CJ. LLC to purchase the Subject Vehicle, the
5 sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and
6 performance. These representations, along with the advertised fuel economy, were among the
7 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
8 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
9 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
10 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
11 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
12 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
13 standards; that its emission treatment system was designed to de-activate during real-world driving
14 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
15 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
16 proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle,
17 or would have paid less for it, had Defendants not concealed the unauthorized emission control
18 devices.

19 218. Plaintiff, William Johnson (for the purpose of this paragraph, “Plaintiff”), a citizen
20 of the State of South Carolina, residing in the City of Ravenel, bought a 2014 Dodge Ram 1500
21 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about November 1,
22 2014, at Rick Hendrick Dodge, an authorized FCA dealer in Charleston, South Carolina. Plaintiff
23 decided to buy the Subject Vehicle based in part on FCA’s representations that it was an

1 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
2 website, on which the Subject Vehicles were represented as environmentally friendly, having low
3 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
4 Subject Vehicles. When Plaintiff went to Rick Hendrick Dodge to purchase the Subject Vehicle,
5 the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy
6 and performance. These representations, along with the advertised fuel economy, were among the
7 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
8 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
9 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
10 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
11 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
12 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
13 standards; that its emission treatment system was designed to de-activate during real-world driving
14 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
15 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
16 proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle,
17 or would have paid less for it, had Defendants not concealed the unauthorized emission control
18 devices.

19 219. Plaintiff, Ron Hayden & Ashley Suran (for the purpose of this paragraph,
20 “Plaintiff”), citizens of the State of Ohio, residing in the City of Seven Hills, bought a 2016 Dodge
21 Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about May
22 5, 2018 at North Coast Auto Mall, an authorized FCA dealer in Bedford, Ohio. Plaintiff decided
23 to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel”

1 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on
2 which the Subject Vehicles were represented as environmentally friendly, having low emissions
3 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
4 Vehicles. When Plaintiff went to North Coast Auto Mall to purchase the Subject Vehicle, the sales
5 associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
6 performance. These representations, along with the advertised fuel economy, were among the
7 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
8 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
9 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
10 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
11 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
12 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
13 standards; that its emission treatment system was designed to de-activate during real-world driving
14 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
15 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
16 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
17 or would have paid less for it, had Defendants not concealed the unauthorized emission control
18 devices.

19 220. Plaintiff, Ryan Holker (for the purpose of this paragraph, "Plaintiff"), a citizen of
20 the State of Minnesota, residing in the City of Waverly, bought a 2015 Dodge Ram 1500
21 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about July 23, 2015,
22 at Ray Automall, an authorized FCA dealer in Buffalo, Minnesota. Plaintiff decided to buy the
23 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,

1 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
2 Subject Vehicles were represented as environmentally friendly, having low emissions and good
3 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
4 When Plaintiff went to Ryan Automall to purchase the Subject Vehicle, the sales associate touted
5 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
6 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
7 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
8 could perform as advertised only by emitting NOx at levels that are greater than advertised and
9 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
10 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
11 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
12 would have paid less for it, had he/she known that it did not comply with emission standards; that
13 its emission treatment system was designed to de-activate during real-world driving conditions;
14 and that it could not achieve the advertised towing power, performance, and/or fuel economy
15 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
16 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
17 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

18 221. Plaintiff, Ryan Scott (for the purpose of this paragraph, "Plaintiff"), a citizen of the
19 State of Ohio, residing in the City of Chillicothe, bought a 2015 Dodge Ram 1500 EcoDiesel®
20 (for the purpose of this paragraph, the "Subject Vehicle") on or about January 27, 2017 at Ryan
21 Scott, an authorized FCA dealer in Fairborn, Ohio. Plaintiff decided to buy the Subject Vehicle
22 based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions
23 and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were

1 represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff
2 also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to
3 Ryan Scott to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's
4 EcoDiesel® attributes, including its fuel economy and performance. These representations, along
5 with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject
6 Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as
7 advertised only by emitting NOx at levels that are greater than advertised and above legal limits.
8 Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and
9 unauthorized emission control devices designed to cheat emission tests and to deceive consumers
10 and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less
11 for it, had he/she known that it did not comply with emission standards; that its emission treatment
12 system was designed to de-activate during real-world driving conditions; and that it could not
13 achieve the advertised towing power, performance, and/or fuel economy without cheating
14 emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of
15 Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid
16 less for it, had Defendants not concealed the unauthorized emission control devices.

17 222. Plaintiff, Sara Batchelor (for the purpose of this paragraph, "Plaintiff"), a citizen
18 of the State of Missouri, residing in the City of Saint Charles, leased a 2016 Jeep Grand Cherokee
19 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 30, 2016,
20 at South County Dodge, an authorized FCA dealer in Saint Louis, Missouri. Plaintiff decided to
21 buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle
22 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the
23 Subject Vehicles were represented as environmentally friendly, having low emissions and good

1 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
2 When Plaintiff went to South County Dodge to lease the Subject Vehicle, the sales associate touted
3 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
4 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
5 chose the Subject Vehicle. At the time of lease, Plaintiff did not know that the Subject Vehicle
6 could perform as advertised only by emitting NOx at levels that are greater than advertised and
7 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
8 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
9 deceive consumers and regulators. Plaintiff would not have leased the Subject Vehicle, or would
10 have paid less for it, had he/she known that it did not comply with emission standards; that its
11 emission treatment system was designed to de-activate during real-world driving conditions; and
12 that it could not achieve the advertised towing power, performance, and/or fuel economy without
13 cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of
14 Defendants' misconduct, and would not have leased the Subject Vehicle, or would have paid less
15 for it, had Defendants not concealed the unauthorized emission control devices.

16 223. Plaintiff, Scott Franzel (for the purpose of this paragraph, "Plaintiff"), a citizen of
17 the State of Michigan, residing in the City of Sandusky, bought a 2014 Dodge Ram 1500
18 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about February 1,
19 2014, at Tubbs Brothers Ford Chrysler Dodge Jeep Ram, an authorized FCA dealer in Sandusky,
20 Michigan. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that
21 it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting
22 the Ram website, on which the Subject Vehicles were represented as environmentally friendly,
23 having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials

1 about the Subject Vehicles. When Plaintiff went to Tubbs Brothers Ford Chrysler Dodge Jeep
2 Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel®
3 attributes, including its fuel economy and performance. These representations, along with the
4 advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At
5 the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised
6 only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was
7 Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized
8 emission control devices designed to cheat emission tests and to deceive consumers and regulators.
9 Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she
10 known that it did not comply with emission standards; that its emission treatment system was
11 designed to de-activate during real-world driving conditions; and that it could not achieve the
12 advertised towing power, performance, and/or fuel economy without cheating emission tests.
13 Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct,
14 and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants
15 not concealed the unauthorized emission control devices.

16 224. Plaintiff, Scott Milne (for the purpose of this paragraph, "Plaintiff"), a citizen of
17 the State of Washington, residing in the City of Cashmere, bought a 2015 Dodge Ram 1500
18 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about November 15,
19 2014, at Dave Smith Motors, an authorized FCA dealer in Kellogg, Idaho. Plaintiff decided to buy
20 the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
21 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
22 Subject Vehicles were represented as environmentally friendly, having low emissions and good
23 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.

1 When Plaintiff went to Dave Smith Motors to purchase the Subject Vehicle, the sales associate
2 touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance.
3 These representations, along with the advertised fuel economy, were among the primary reasons
4 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
5 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
6 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
7 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
8 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
9 would have paid less for it, had he/she known that it did not comply with emission standards; that
10 its emission treatment system was designed to de-activate during real-world driving conditions;
11 and that it could not achieve the advertised towing power, performance, and/or fuel economy
12 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
13 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
14 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

15 225. Plaintiff, Scott Fick (for the purpose of this paragraph, "Plaintiff"), a citizen of the
16 State of Pennsylvania, residing in the City of Blandon, bought a 2015 Dodge Ram 1500
17 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 1, 2017 at
18 Savage 61, an authorized FCA dealer in Reading, Pennsylvania. Plaintiff decided to buy the
19 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
20 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
21 Subject Vehicles were represented as environmentally friendly, having low emissions and good
22 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
23 When Plaintiff went to Savage 61 to purchase the Subject Vehicle, the sales associate touted the

1 Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
2 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
3 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
4 could perform as advertised only by emitting NOx at levels that are greater than advertised and
5 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
6 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
7 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
8 would have paid less for it, had he/she known that it did not comply with emission standards; that
9 its emission treatment system was designed to de-activate during real-world driving conditions;
10 and that it could not achieve the advertised towing power, performance, and/or fuel economy
11 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
12 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
13 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

14 226. Plaintiff, Sean Conran (for the purpose of this paragraph, "Plaintiff"), a citizen of
15 the State of Connecticut, residing in the City of Southington, bought a 2015 Dodge Ram 1500
16 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about November 1,
17 2015, at Papa's Chrysler Dodge Jeep Ram, an authorized FCA dealer in New Britain, Connecticut.
18 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
19 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
20 website, on which the Subject Vehicles were represented as environmentally friendly, having low
21 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
22 Subject Vehicles. When Plaintiff went to Papa's Chrysler Dodge Jeep Ram to purchase the Subject
23 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel

1 economy and performance. These representations, along with the advertised fuel economy, were
2 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
3 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
4 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
5 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
6 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
7 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
8 emission standards; that its emission treatment system was designed to de-activate during real-
9 world driving conditions; and that it could not achieve the advertised towing power, performance,
10 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
11 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
12 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
13 control devices.

14 227. Plaintiff, Sean Conran (for the purpose of this paragraph, "Plaintiff"), a citizen of
15 the State of Connecticut, residing in the City of Southington, bought a 2015 Dodge Ram 1500
16 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about May 1, 2017 at
17 Milford Ford, an authorized FCA dealer in Milford, Connecticut. Plaintiff decided to buy the
18 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
19 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
20 Subject Vehicles were represented as environmentally friendly, having low emissions and good
21 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
22 When Plaintiff went to Milford Ford to purchase the Subject Vehicle, the sales associate touted the
23 Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These

1 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
2 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
3 could perform as advertised only by emitting NOx at levels that are greater than advertised and
4 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
5 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
6 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
7 would have paid less for it, had he/she known that it did not comply with emission standards; that
8 its emission treatment system was designed to de-activate during real-world driving conditions;
9 and that it could not achieve the advertised towing power, performance, and/or fuel economy
10 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
11 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
12 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

13 228. Plaintiff, Sherri Collins (for the purpose of this paragraph, "Plaintiff"), a citizen of
14 the State of Florida, residing in the City of Loxahatchee, bought a 2015 Dodge Ram 1500
15 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about February 10,
16 2015, at Napleton, an authorized FCA dealer in Lake Park, Florida. Plaintiff decided to buy the
17 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
18 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
19 Subject Vehicles were represented as environmentally friendly, having low emissions and good
20 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
21 When Plaintiff went to Napleton to purchase the Subject Vehicle, the sales associate touted the
22 Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
23 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff

1 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
2 could perform as advertised only by emitting NOx at levels that are greater than advertised and
3 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
4 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
5 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
6 would have paid less for it, had he/she known that it did not comply with emission standards; that
7 its emission treatment system was designed to de-activate during real-world driving conditions;
8 and that it could not achieve the advertised towing power, performance, and/or fuel economy
9 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
10 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
11 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

12 229. Plaintiff, Slade D. Howell (for the purpose of this paragraph, "Plaintiff"), a citizen
13 of the State of Alaska residing in the City of Anchorage, bought a 2015 Dodge Ram 1500
14 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about April 22, 2017
15 at Anchorage Chrysler Dodge Jeep Ram, an authorized FCA dealer in Anchorage, Alaska. Plaintiff
16 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
17 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
18 website, on which the Subject Vehicles were represented as environmentally friendly, having low
19 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
20 Subject Vehicles. When Plaintiff went to Anchorage Chrysler Dodge Jeep Ram to purchase the
21 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
22 its fuel economy and performance. These representations, along with the advertised fuel economy,
23 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,

1 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
2 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
3 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
4 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
5 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
6 comply with emission standards; that its emission treatment system was designed to de-activate
7 during real-world driving conditions; and that it could not achieve the advertised towing power,
8 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
9 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
10 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
11 unauthorized emission control devices.

12 230. Plaintiff, Stephen Swanson (for the purpose of this paragraph, "Plaintiff"), a citizen
13 of the State of Florida, residing in the City of Cottondale, bought a 2016 Dodge Ram 1500
14 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about May 25, 2016,
15 at Palm Automotive, an authorized FCA dealer in Punta Gorda, Florida. Plaintiff decided to buy
16 the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
17 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
18 Subject Vehicles were represented as environmentally friendly, having low emissions and good
19 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
20 When Plaintiff went to Palm Automotive to purchase the Subject Vehicle, the sales associate touted
21 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
22 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
23 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle

1 could perform as advertised only by emitting NOx at levels that are greater than advertised and
2 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
3 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
4 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
5 would have paid less for it, had he/she known that it did not comply with emission standards; that
6 its emission treatment system was designed to de-activate during real-world driving conditions;
7 and that it could not achieve the advertised towing power, performance, and/or fuel economy
8 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
9 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
10 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

11 231. Plaintiff, Steve Conklin (for the purpose of this paragraph, "Plaintiff"), a citizen of
12 the State of Colorado, residing in the City of Eagle, bought a 2014 Jeep Grand Cherokee
13 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about December 9,
14 2013, at AutoNation Chrysler Dodge Jeep Ram Southwest, an authorized FCA dealer in Littleton,
15 Colorado. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that
16 it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting
17 the Jeep website, on which the Subject Vehicles were represented as environmentally friendly,
18 having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials
19 about the Subject Vehicles. When Plaintiff went to AutoNation Chrysler Dodge Jeep Ram
20 Southwest to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's
21 EcoDiesel® attributes, including its fuel economy and performance. These representations, along
22 with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject
23 Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as

1 advertised only by emitting NOx at levels that are greater than advertised and above legal limits.
2 Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and
3 unauthorized emission control devices designed to cheat emission tests and to deceive consumers
4 and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less
5 for it, had he/she known that it did not comply with emission standards; that its emission treatment
6 system was designed to de-activate during real-world driving conditions; and that it could not
7 achieve the advertised towing power, performance, and/or fuel economy without cheating
8 emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of
9 Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid
10 less for it, had Defendants not concealed the unauthorized emission control devices.

11 232. Plaintiff, Steven Fitzgerald (for the purpose of this paragraph, "Plaintiff"), a citizen
12 of the State of Florida, residing in the City of Jacksonville, bought a 2016 Dodge Ram 1500
13 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about April 1, 2016,
14 at Orange Park Dodge, an authorized FCA dealer in Jacksonville, Florida. Plaintiff decided to buy
15 the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
16 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
17 Subject Vehicles were represented as environmentally friendly, having low emissions and good
18 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
19 When Plaintiff went to Orange Park Dodge to purchase the Subject Vehicle, the sales associate
20 touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance.
21 These representations, along with the advertised fuel economy, were among the primary reasons
22 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
23 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised

1 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
2 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
3 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
4 would have paid less for it, had he/she known that it did not comply with emission standards; that
5 its emission treatment system was designed to de-activate during real-world driving conditions;
6 and that it could not achieve the advertised towing power, performance, and/or fuel economy
7 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
8 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
9 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

10 233. Plaintiff, Steven Seaberg (for the purpose of this paragraph, "Plaintiff"), a citizen
11 of the State of Virginia, residing in the City of Glen Allen, bought a 2014 Dodge Ram 1500
12 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about December 16,
13 2015, at Lustine Chrysler Dodge Jeep Ram, an authorized FCA dealer in Woodbridge, Virginia.
14 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
15 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
16 website, on which the Subject Vehicles were represented as environmentally friendly, having low
17 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
18 Subject Vehicles. When Plaintiff went to Lustine Chrysler Dodge Jeep Ram to purchase the
19 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
20 its fuel economy and performance. These representations, along with the advertised fuel economy,
21 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
22 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
23 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her

1 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
2 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
3 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
4 comply with emission standards; that its emission treatment system was designed to de-activate
5 during real-world driving conditions; and that it could not achieve the advertised towing power,
6 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
7 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
8 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
9 unauthorized emission control devices.

10 234. Plaintiff, Steven Chauvin (for the purpose of this paragraph, "Plaintiff"), a citizen
11 of the State of Florida, residing in the City of Pensacola, bought a 2014 Dodge Ram 1500
12 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about August 30,
13 2016, at Rainbow Chrysler Dodge Jeep, an authorized FCA dealer in Covington, Louisiana.
14 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
15 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
16 website, on which the Subject Vehicles were represented as environmentally friendly, having low
17 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
18 Subject Vehicles. When Plaintiff went to Rainbow Chrysler Dodge Jeep to purchase the Subject
19 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
20 economy and performance. These representations, along with the advertised fuel economy, were
21 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
22 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
23 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject

1 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
2 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
3 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
4 emission standards; that its emission treatment system was designed to de-activate during real-
5 world driving conditions; and that it could not achieve the advertised towing power, performance,
6 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
7 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
8 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
9 control devices.

10 235. Plaintiff, Teaguer Terrell (for the purpose of this paragraph, "Plaintiff"), a citizen
11 of the State of Utah, residing in the City of South Jordan, leased a 2014 Jeep Grand Cherokee
12 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about September 1,
13 2014, at LHM Chris Jeep Dodge Ram Sandy, an authorized FCA dealer in Sandy, Utah. Plaintiff
14 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
15 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep
16 website, on which the Subject Vehicles were represented as environmentally friendly, having low
17 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
18 Subject Vehicles. When Plaintiff went to LHM Chris Jeep Dodge Ram Sandy to lease the Subject
19 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
20 economy and performance. These representations, along with the advertised fuel economy, were
21 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of lease, Plaintiff did
22 not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that
23 are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject

1 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
2 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have leased the
3 Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
4 emission standards; that its emission treatment system was designed to de-activate during real-
5 world driving conditions; and that it could not achieve the advertised towing power, performance,
6 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
7 direct and proximate result of Defendants' misconduct, and would not have leased the Subject
8 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
9 control devices.

10 236. Plaintiff, Terri Turnbull (for the purpose of this paragraph, "Plaintiff"), a citizen of
11 the State of Iowa, residing in the City of Ankeny, bought a 2014 Jeep Grand Cherokee EcoDiesel®
12 (for the purpose of this paragraph, the "Subject Vehicle") on or about November 1, 2014, at Dewey
13 Dodge Chrysler Jeep, an authorized FCA dealer in Ankeny, Iowa. Plaintiff decided to buy the
14 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
15 reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the
16 Subject Vehicles were represented as environmentally friendly, having low emissions and good
17 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
18 When Plaintiff went to Dewey Dodge Chrysler Jeep to purchase the Subject Vehicle, the sales
19 associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
20 performance. These representations, along with the advertised fuel economy, were among the
21 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
22 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
23 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was

1 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
2 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
3 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
4 standards; that its emission treatment system was designed to de-activate during real-world driving
5 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
6 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
7 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
8 or would have paid less for it, had Defendants not concealed the unauthorized emission control
9 devices.

10 237. Plaintiff, Thomas W. Spalding (for the purpose of this paragraph, "Plaintiff"), a
11 citizen of the State of Arizona, residing in the City of Phoenix, bought a 2015 Dodge Ram 1500
12 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 13, 2015,
13 at Larry Miller Ram, an authorized FCA dealer in Peoria, Arizona. Plaintiff decided to buy the
14 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
15 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
16 Subject Vehicles were represented as environmentally friendly, having low emissions and good
17 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
18 When Plaintiff went to Larry Miller Ram to purchase the Subject Vehicle, the sales associate touted
19 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
20 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
21 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
22 could perform as advertised only by emitting NOx at levels that are greater than advertised and
23 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with

1 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
2 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
3 would have paid less for it, had he/she known that it did not comply with emission standards; that
4 its emission treatment system was designed to de-activate during real-world driving conditions;
5 and that it could not achieve the advertised towing power, performance, and/or fuel economy
6 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
7 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
8 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

9 238. Plaintiff, Thomas Kosinski (for the purpose of this paragraph, "Plaintiff"), a citizen
10 of the State of Tennessee, residing in the City of White Bluff, bought a 2016 Dodge Ram 1500
11 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about March 30, 2015,
12 at Rockie Williams Premier Dodge Chrysler Jeep Ram, an authorized FCA dealer in Mt. Juliet,
13 Tennessee. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations
14 that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls
15 visiting the Ram website, on which the Subject Vehicles were represented as environmentally
16 friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television
17 commercials about the Subject Vehicles. When Plaintiff went to Rockie Williams Premier Dodge
18 Chrysler Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's
19 EcoDiesel® attributes, including its fuel economy and performance. These representations, along
20 with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject
21 Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as
22 advertised only by emitting NOx at levels that are greater than advertised and above legal limits.
23 Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and

1 unauthorized emission control devices designed to cheat emission tests and to deceive consumers
2 and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less
3 for it, had he/she known that it did not comply with emission standards; that its emission treatment
4 system was designed to de-activate during real-world driving conditions; and that it could not
5 achieve the advertised towing power, performance, and/or fuel economy without cheating
6 emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of
7 Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid
8 less for it, had Defendants not concealed the unauthorized emission control devices.

9 239. Plaintiff, Thomas J. & Gilbert T. Madonna (for the purpose of this paragraph,
10 "Plaintiff"), citizens of the State of Pennsylvania, residing in the City of Schwenksville, bought a
11 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on
12 or about September 6, 2017 at Lansdale Chrysler Dodge Jeep Ram, an authorized FCA dealer in
13 Montgomeryville, Pennsylvania. Plaintiff decided to buy the Subject Vehicle based in part on
14 FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel
15 efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were
16 represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff
17 also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to
18 Lansdale Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the
19 Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
20 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
21 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
22 could perform as advertised only by emitting NOx at levels that are greater than advertised and
23 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with

1 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
2 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
3 would have paid less for it, had he/she known that it did not comply with emission standards; that
4 its emission treatment system was designed to de-activate during real-world driving conditions;
5 and that it could not achieve the advertised towing power, performance, and/or fuel economy
6 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
7 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
8 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

9 240. Plaintiff, Tim Byrd (for the purpose of this paragraph, "Plaintiff"), a citizen of the
10 State of Louisiana, residing in the City of Baton Rouge, bought a 2016 Dodge Ram 1500
11 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about December 23,
12 2016, at Salsburg's Chrysler Dodge Jeep Ram, an authorized FCA dealer in Baton Rouge,
13 Louisiana. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that
14 it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting
15 the Ram website, on which the Subject Vehicles were represented as environmentally friendly,
16 having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials
17 about the Subject Vehicles. When Plaintiff went to Salsburg's Chrysler Dodge Jeep Ram to
18 purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel®
19 attributes, including its fuel economy and performance. These representations, along with the
20 advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At
21 the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised
22 only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was
23 Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized

1 emission control devices designed to cheat emission tests and to deceive consumers and regulators.
2 Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she
3 known that it did not comply with emission standards; that its emission treatment system was
4 designed to de-activate during real-world driving conditions; and that it could not achieve the
5 advertised towing power, performance, and/or fuel economy without cheating emission tests.
6 Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct,
7 and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants
8 not concealed the unauthorized emission control devices.

9 241. Plaintiff, Tim Clampoli (for the purpose of this paragraph, "Plaintiff"), a citizen of
10 the State of Missouri, residing in the City of Saint Louis, bought a 2014 Dodge Ram 1500
11 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about July 17, 2018
12 at Weiss Toyota, an authorized FCA dealer in Saint Louis, Missouri. Plaintiff decided to buy the
13 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
14 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
15 Subject Vehicles were represented as environmentally friendly, having low emissions and good
16 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
17 When Plaintiff went to Weiss Toyota to purchase the Subject Vehicle, the sales associate touted
18 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
19 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
20 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
21 could perform as advertised only by emitting NOx at levels that are greater than advertised and
22 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
23 undisclosed and unauthorized emission control devices designed to cheat emission tests and to

1 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
2 would have paid less for it, had he/she known that it did not comply with emission standards; that
3 its emission treatment system was designed to de-activate during real-world driving conditions;
4 and that it could not achieve the advertised towing power, performance, and/or fuel economy
5 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
6 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
7 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

8 242. Plaintiff, Timothy P. Woodson (for the purpose of this paragraph, "Plaintiff"), a
9 citizen of the State of Oklahoma, residing in the City of Duncan, bought a 2016 Dodge Ram 1500
10 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about September 12,
11 2015, at Byford Dodge, an authorized FCA dealer in Duncan, Oklahoma. Plaintiff decided to buy
12 the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
13 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
14 Subject Vehicles were represented as environmentally friendly, having low emissions and good
15 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
16 When Plaintiff went to Byford Dodge to purchase the Subject Vehicle, the sales associate touted
17 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
18 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
19 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
20 could perform as advertised only by emitting NOx at levels that are greater than advertised and
21 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
22 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
23 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or

1 would have paid less for it, had he/she known that it did not comply with emission standards; that
2 its emission treatment system was designed to de-activate during real-world driving conditions;
3 and that it could not achieve the advertised towing power, performance, and/or fuel economy
4 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
5 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
6 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

7 243. Plaintiff, Todd Barrios (for the purpose of this paragraph, "Plaintiff"), a citizen of
8 the State of Louisiana, residing in the City of Houma, bought a 2015 Dodge Ram 1500 EcoDiesel®
9 (for the purpose of this paragraph, the "Subject Vehicle") on or about January 1, 2015, at Southland
10 Dodge Chrysler Jeep Ram Fiat, an authorized FCA dealer in Houma, Louisiana. Plaintiff decided
11 to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel"
12 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on
13 which the Subject Vehicles were represented as environmentally friendly, having low emissions
14 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
15 Vehicles. When Plaintiff went to Southland Dodge Chrysler Jeep Ram Fiat to purchase the Subject
16 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
17 economy and performance. These representations, along with the advertised fuel economy, were
18 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
19 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
20 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
21 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
22 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
23 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with

1 emission standards; that its emission treatment system was designed to de-activate during real-
2 world driving conditions; and that it could not achieve the advertised towing power, performance,
3 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
4 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
5 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
6 control devices.

7 244. Plaintiff, Todd Barrios (for the purpose of this paragraph, "Plaintiff"), a citizen of
8 the State of Louisiana, residing in the City of Houma, bought a 2014 Dodge Ram 1500 EcoDiesel®
9 (for the purpose of this paragraph, the "Subject Vehicle") on or about January 1, 2015, at Southland
10 Dodge Chrysler Jeep Ram Fiat, an authorized FCA dealer in Houma, Louisiana. Plaintiff decided
11 to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel"
12 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on
13 which the Subject Vehicles were represented as environmentally friendly, having low emissions
14 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
15 Vehicles. When Plaintiff went to Southland Dodge Chrysler Jeep Ram Fiat to purchase the Subject
16 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
17 economy and performance. These representations, along with the advertised fuel economy, were
18 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
19 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
20 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
21 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
22 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
23 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with

1 emission standards; that its emission treatment system was designed to de-activate during real-
2 world driving conditions; and that it could not achieve the advertised towing power, performance,
3 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
4 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
5 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
6 control devices.

7 245. Plaintiff, Thomas & Sherri Catlin (for the purpose of this paragraph, "Plaintiff"),
8 citizens of the State of Illinois, residing in the City of Marseilles, bought a 2015 Jeep Grand
9 Cherokee EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about
10 November 17, 2015, at Dempsey's, an authorized FCA dealer in Plano, Illinois. Plaintiff decided to
11 buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle
12 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the
13 Subject Vehicles were represented as environmentally friendly, having low emissions and good
14 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
15 When Plaintiff went to Dempsey's to purchase the Subject Vehicle, the sales associate touted the
16 Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
17 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
18 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
19 could perform as advertised only by emitting NOx at levels that are greater than advertised and
20 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
21 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
22 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
23 would have paid less for it, had he/she known that it did not comply with emission standards; that

1 its emission treatment system was designed to de-activate during real-world driving conditions;
2 and that it could not achieve the advertised towing power, performance, and/or fuel economy
3 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
4 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
5 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

6 246. Plaintiff, Robert Yakimchick (for the purpose of this paragraph, "Plaintiff"), a
7 citizen of the State of Michigan, residing in the City of Columbus, bought a 2014 Dodge Ram
8 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about November
9 1, 2016, at Milosch's Palace Chrysler Dodge Jeep Ram, an authorized FCA dealer in Lake Orion,
10 Michigan. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that
11 it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting
12 the Ram website, on which the Subject Vehicles were represented as environmentally friendly,
13 having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials
14 about the Subject Vehicles. When Plaintiff went to Milosch's Palace Chrysler Dodge Jeep Ram
15 to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel®
16 attributes, including its fuel economy and performance. These representations, along with the
17 advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At
18 the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised
19 only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was
20 Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized
21 emission control devices designed to cheat emission tests and to deceive consumers and regulators.
22 Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she
23 known that it did not comply with emission standards; that its emission treatment system was

1 designed to de-activate during real-world driving conditions; and that it could not achieve the
2 advertised towing power, performance, and/or fuel economy without cheating emission tests.
3 Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct,
4 and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants
5 not concealed the unauthorized emission control devices.

6 247. Plaintiff, Tommy H. Brown (for the purpose of this paragraph, "Plaintiff"), a
7 citizen of the State of Idaho, residing in the City of Pocatello, bought a 2016 Dodge Ram 1500
8 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about October 1, 2016,
9 at West Motor Ford, Inc., an authorized FCA dealer in Preston, Idaho. Plaintiff decided to buy the
10 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
11 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
12 Subject Vehicles were represented as environmentally friendly, having low emissions and good
13 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
14 When Plaintiff went to West Motor Ford, Inc. to purchase the Subject Vehicle, the sales associate
15 touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance.
16 These representations, along with the advertised fuel economy, were among the primary reasons
17 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
18 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
19 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
20 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
21 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
22 would have paid less for it, had he/she known that it did not comply with emission standards; that
23 its emission treatment system was designed to de-activate during real-world driving conditions;

1 and that it could not achieve the advertised towing power, performance, and/or fuel economy
2 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
3 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
4 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

5 248. Plaintiff, Wade J. Lackey (for the purpose of this paragraph, "Plaintiff"), a citizen
6 of the State of Oklahoma, residing in the City of Henryetta, bought a 2015 Dodge Ram 1500
7 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 1, 2017 at
8 Mike Bailey Motors Incorporated, an authorized FCA dealer in Henryetta, Oklahoma. Plaintiff
9 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
10 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
11 website, on which the Subject Vehicles were represented as environmentally friendly, having low
12 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
13 Subject Vehicles. When Plaintiff went to Mike Bailey Motors Incorporated to purchase the Subject
14 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
15 economy and performance. These representations, along with the advertised fuel economy, were
16 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
17 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
18 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
19 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
20 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
21 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
22 emission standards; that its emission treatment system was designed to de-activate during real-
23 world driving conditions; and that it could not achieve the advertised towing power, performance,

1 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
2 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
3 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
4 control devices.

5 249. Plaintiff, William Padrick Jr. (for the purpose of this paragraph, "Plaintiff"), a
6 citizen of the State of Florida, residing in the City of Okeechobee, bought a 2016 Dodge Ram 1500
7 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about March 30, 2017
8 at Garber Buick GMC, an authorized FCA dealer in Fort Pierce, Florida. Plaintiff decided to buy
9 the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
10 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
11 Subject Vehicles were represented as environmentally friendly, having low emissions and good
12 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
13 When Plaintiff went to Garber Buick GMC to purchase the Subject Vehicle, the sales associate
14 touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance.
15 These representations, along with the advertised fuel economy, were among the primary reasons
16 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
17 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
18 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
19 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
20 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
21 would have paid less for it, had he/she known that it did not comply with emission standards; that
22 its emission treatment system was designed to de-activate during real-world driving conditions;
23 and that it could not achieve the advertised towing power, performance, and/or fuel economy

1 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
2 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
3 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

4 250. Plaintiff, William Wheeler (for the purpose of this paragraph, "Plaintiff"), a citizen
5 of the State of North Carolina, residing in the City of Waynesville, bought a 2016 Dodge Ram
6 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about December
7 14, 2016, at Jerry Ulm Dodge, an authorized FCA dealer in Tampa, Florida. Plaintiff decided to
8 buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle
9 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
10 Subject Vehicles were represented as environmentally friendly, having low emissions and good
11 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
12 When Plaintiff went to Jerry Ulm Dodge to purchase the Subject Vehicle, the sales associate touted
13 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
14 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
15 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
16 could perform as advertised only by emitting NOx at levels that are greater than advertised and
17 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
18 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
19 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
20 would have paid less for it, had he/she known that it did not comply with emission standards; that
21 its emission treatment system was designed to de-activate during real-world driving conditions;
22 and that it could not achieve the advertised towing power, performance, and/or fuel economy
23 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate

1 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
2 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

3 251. Plaintiff, Alan Wright (for the purpose of this paragraph, "Plaintiff"), a citizen of
4 the State of Tennessee, residing in the City of Eads, bought a 2014 Dodge Ram 1500 EcoDiesel®
5 (for the purpose of this paragraph, the "Subject Vehicle") on or about December 1, 2013, at
6 Collierville Chrysler Dodge Jeep Ram, an authorized FCA dealer in Collierville, Tennessee.
7 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
8 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
9 website, on which the Subject Vehicles were represented as environmentally friendly, having low
10 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
11 Subject Vehicles. When Plaintiff went to Collierville Chrysler Dodge Jeep Ram to purchase the
12 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
13 its fuel economy and performance. These representations, along with the advertised fuel economy,
14 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
15 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
16 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
17 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
18 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
19 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
20 comply with emission standards; that its emission treatment system was designed to de-activate
21 during real-world driving conditions; and that it could not achieve the advertised towing power,
22 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
23 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have

1 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
2 unauthorized emission control devices.

3 252. Plaintiff, Amy McCarthy (for the purpose of this paragraph, “Plaintiff”), a citizen
4 of the State of Pennsylvania, residing in the City of Dallastown, bought a 2015 Jeep Grand
5 Cherokee EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about
6 August 12, 2016, at Len Stoler Chrysler Dodge Jeep, an authorized FCA dealer in Westminster,
7 Maryland. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that
8 it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting
9 the Jeep website, on which the Subject Vehicles were represented as environmentally friendly,
10 having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials
11 about the Subject Vehicles. When Plaintiff went to Len Stoler Chrysler Dodge Jeep to purchase
12 the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes,
13 including its fuel economy and performance. These representations, along with the advertised fuel
14 economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of
15 purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by
16 emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff
17 aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission
18 control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff
19 would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known
20 that it did not comply with emission standards; that its emission treatment system was designed to
21 de-activate during real-world driving conditions; and that it could not achieve the advertised
22 towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has
23 suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would

1 not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not
2 concealed the unauthorized emission control devices.

3 253. Plaintiff, Brandon Alexander LeBrun (for the purpose of this paragraph,
4 “Plaintiff”), a citizen of the State of Louisiana, residing in the City of Campti, bought a 2015 Dodge
5 Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about
6 December 2, 2014, at Shreveport Dodge Dealer, an authorized FCA dealer in Shreveport,
7 Louisiana. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that
8 it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting
9 the Ram website, on which the Subject Vehicles were represented as environmentally friendly,
10 having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials
11 about the Subject Vehicles. When Plaintiff went to Shreveport Dodge Dealer to purchase the
12 Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including
13 its fuel economy and performance. These representations, along with the advertised fuel economy,
14 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
15 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
16 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
17 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
18 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
19 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
20 comply with emission standards; that its emission treatment system was designed to de-activate
21 during real-world driving conditions; and that it could not achieve the advertised towing power,
22 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
23 concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have

1 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
2 unauthorized emission control devices.

3 254. Plaintiff, David Meunier (for the purpose of this paragraph, “Plaintiff”), a citizen
4 of the State of Vermont, residing in the City of Enosburg Falls, bought a 2015 Dodge Ram 1500
5 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about June 30, 2015,
6 at Bokan Chrysler Dodge Jeep Ram, an authorized FCA dealer in St Albans City, Vermont.
7 Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an
8 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
9 website, on which the Subject Vehicles were represented as environmentally friendly, having low
10 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
11 Subject Vehicles. When Plaintiff went to Bokan Chrysler Dodge Jeep Ram to purchase the Subject
12 Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel
13 economy and performance. These representations, along with the advertised fuel economy, were
14 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
15 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
16 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
17 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
18 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
19 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
20 emission standards; that its emission treatment system was designed to de-activate during real-
21 world driving conditions; and that it could not achieve the advertised towing power, performance,
22 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
23 direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject

1 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
2 control devices.

3 255. Plaintiff, Gary Luster & Phyllis Marie Anderson (for the purpose of this paragraph,
4 “Plaintiff”), citizens of the State of Florida, residing in the City of Avon Park, bought a 2014
5 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or
6 about June 21, 2018 at Nicks Motor Sales, an authorized FCA dealer in Kalkaska, Michigan.
7 Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an
8 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
9 website, on which the Subject Vehicles were represented as environmentally friendly, having low
10 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
11 Subject Vehicles. When Plaintiff went to Nicks Motor Sales to purchase the Subject Vehicle, the
12 sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and
13 performance. These representations, along with the advertised fuel economy, were among the
14 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
15 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
16 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
17 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
18 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
19 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
20 standards; that its emission treatment system was designed to de-activate during real-world driving
21 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
22 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
23 proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle,

1 or would have paid less for it, had Defendants not concealed the unauthorized emission control
2 devices.

3 256. Plaintiff, James Mikles (for the purpose of this paragraph, “Plaintiff”), a citizen of
4 the State of Arizona, residing in the City of Scranton, bought a 2014 Jeep Grand Cherokee
5 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about January 7, 2015,
6 at Medina Auto Mall, an authorized FCA dealer in Medina, Ohio. Plaintiff decided to buy the
7 Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e.,
8 reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the
9 Subject Vehicles were represented as environmentally friendly, having low emissions and good
10 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
11 When Plaintiff went to Medina Auto Mall to purchase the Subject Vehicle, the sales associate
12 touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance.
13 These representations, along with the advertised fuel economy, were among the primary reasons
14 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
15 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
16 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
17 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
18 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
19 would have paid less for it, had he/she known that it did not comply with emission standards; that
20 its emission treatment system was designed to de-activate during real-world driving conditions;
21 and that it could not achieve the advertised towing power, performance, and/or fuel economy
22 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
23 result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would

1 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

2 257. Plaintiff, Jason Trotter (for the purpose of this paragraph, “Plaintiff”), a citizen of
3 the State of Oklahoma, residing in the City of Sand Springs, bought a 2014 Jeep Grand Cherokee
4 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about June 1, 2014,
5 at South Pointe Chrysler Jeep Dodge Ram, an authorized FCA dealer in Tulsa, Oklahoma. Plaintiff
6 decided to buy the Subject Vehicle based in part on FCA’s representations that it was an
7 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep
8 website, on which the Subject Vehicles were represented as environmentally friendly, having low
9 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
10 Subject Vehicles. When Plaintiff went to South Pointe Chrysler Jeep Dodge Ram to purchase the
11 Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including
12 its fuel economy and performance. These representations, along with the advertised fuel economy,
13 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
14 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
15 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
16 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
17 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
18 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
19 comply with emission standards; that its emission treatment system was designed to de-activate
20 during real-world driving conditions; and that it could not achieve the advertised towing power,
21 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
22 concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have
23 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the

1 unauthorized emission control devices.

2 258. Plaintiff, John Stork (for the purpose of this paragraph, “Plaintiff”), a citizen of the
3 State of Oklahoma, residing in the City of Pocola, bought a 2015 Dodge Ram 1500 EcoDiesel®
4 (for the purpose of this paragraph, the “Subject Vehicle”) on or about November 2, 2017 at Wright
5 County Motors Inc., an authorized FCA dealer in Clarion, Iowa. Plaintiff decided to buy the
6 Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e.,
7 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
8 Subject Vehicles were represented as environmentally friendly, having low emissions and good
9 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
10 When Plaintiff went to Wright County Motors Inc. to purchase the Subject Vehicle, the sales
11 associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and
12 performance. These representations, along with the advertised fuel economy, were among the
13 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
14 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
15 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
16 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
17 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
18 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
19 standards; that its emission treatment system was designed to de-activate during real-world driving
20 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
21 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
22 proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle,
23 or would have paid less for it, had Defendants not concealed the unauthorized emission control

1 devices.

2 259. Plaintiff, Matthew Luckett (for the purpose of this paragraph, “Plaintiff”), a citizen
3 of the State of Florida, residing in the City of Fort Lauderdale, bought a 2014 Dodge Ram 1500
4 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about May 1, 2014,
5 at Napleton Northlake Chrysler Dodge Jeep Ram, an authorized FCA dealer in Lake Park, Florida.
6 Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an
7 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
8 website, on which the Subject Vehicles were represented as environmentally friendly, having low
9 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
10 Subject Vehicles. When Plaintiff went to Napleton Northlake Chrysler Dodge Jeep Ram to
11 purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel®
12 attributes, including its fuel economy and performance. These representations, along with the
13 advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At
14 the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised
15 only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was
16 Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized
17 emission control devices designed to cheat emission tests and to deceive consumers and regulators.
18 Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she
19 known that it did not comply with emission standards; that its emission treatment system was
20 designed to de-activate during real-world driving conditions; and that it could not achieve the
21 advertised towing power, performance, and/or fuel economy without cheating emission tests.
22 Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct,
23 and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants

1 not concealed the unauthorized emission control devices.

2 260. Plaintiff, Russell and Joella Tabaka (for the purpose of this paragraph, “Plaintiff”),
3 a citizen of the State of Illinois, residing in the City of Volo, bought a 2016 Dodge Ram 1500
4 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about July 6, 2016, at
5 Kunes Country Chrysler Dodge Jeep Ram of Woodstock, an authorized FCA dealer in Woodstock,
6 Illinois. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it
7 was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting
8 the Ram website, on which the Subject Vehicles were represented as environmentally friendly,
9 having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials
10 about the Subject Vehicles. When Plaintiff went to Kunes Country Chrysler Dodge Jeep Ram of
11 Woodstock to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s
12 EcoDiesel® attributes, including its fuel economy and performance. These representations, along
13 with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject
14 Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as
15 advertised only by emitting NOx at levels that are greater than advertised and above legal limits.
16 Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and
17 unauthorized emission control devices designed to cheat emission tests and to deceive consumers
18 and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less
19 for it, had he/she known that it did not comply with emission standards; that its emission treatment
20 system was designed to de-activate during real-world driving conditions; and that it could not
21 achieve the advertised towing power, performance, and/or fuel economy without cheating
22 emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of
23 Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid

1 less for it, had Defendants not concealed the unauthorized emission control devices.

2 261. Plaintiff, Stephen Joseph Podolak (for the purpose of this paragraph, “Plaintiff”),
3 a citizen of the State of Maryland, residing in the City of Elkton, bought a 2016 Jeep Grand
4 Cherokee EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about
5 September 24, 2016, at Country Chrysler Dodge Jeep Ram, an authorized FCA dealer in Oxford,
6 Pennsylvania. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations
7 that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls
8 visiting the Jeep website, on which the Subject Vehicles were represented as environmentally
9 friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television
10 commercials about the Subject Vehicles. When Plaintiff went to Country Chrysler Dodge Jeep
11 Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel®
12 attributes, including its fuel economy and performance. These representations, along with the
13 advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At
14 the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised
15 only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was
16 Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized
17 emission control devices designed to cheat emission tests and to deceive consumers and regulators.
18 Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she
19 known that it did not comply with emission standards; that its emission treatment system was
20 designed to de-activate during real-world driving conditions; and that it could not achieve the
21 advertised towing power, performance, and/or fuel economy without cheating emission tests.
22 Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct,
23 and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants

1 not concealed the unauthorized emission control devices.

2 262. Plaintiff, Tony Hutchinson (for the purpose of this paragraph, “Plaintiff”), a citizen
3 of the State of Oklahoma, residing in the City of Ardmore, bought a 2015 Dodge Ram 1500
4 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about October 1, 2016,
5 at Carter County Dodge Chrysler Jeep, an authorized FCA dealer in Ardmore, Oklahoma. Plaintiff
6 decided to buy the Subject Vehicle based in part on FCA’s representations that it was an
7 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
8 website, on which the Subject Vehicles were represented as environmentally friendly, having low
9 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
10 Subject Vehicles. When Plaintiff went to Carter County Dodge Chrysler Jeep to purchase the
11 Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including
12 its fuel economy and performance. These representations, along with the advertised fuel economy,
13 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
14 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
15 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
16 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
17 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
18 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
19 comply with emission standards; that its emission treatment system was designed to de-activate
20 during real-world driving conditions; and that it could not achieve the advertised towing power,
21 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
22 concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have
23 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the

1 unauthorized emission control devices.

2 263. Plaintiff, William Akins (for the purpose of this paragraph, “Plaintiff”), a citizen
3 of the State of Colorado, residing in the City of Elbert, bought a 2014 Jeep Grand Cherokee
4 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about September 23,
5 2016, at Carmax, an authorized FCA dealer in Elbert, Colorado. Plaintiff decided to buy the
6 Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e.,
7 reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the
8 Subject Vehicles were represented as environmentally friendly, having low emissions and good
9 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
10 When Plaintiff went to Carmax to purchase the Subject Vehicle, the sales associate touted the
11 Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These
12 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
13 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
14 could perform as advertised only by emitting NOx at levels that are greater than advertised and
15 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
16 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
17 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
18 would have paid less for it, had he/she known that it did not comply with emission standards; that
19 its emission treatment system was designed to de-activate during real-world driving conditions;
20 and that it could not achieve the advertised towing power, performance, and/or fuel economy
21 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
22 result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would
23 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

1 264. Plaintiff, Andrew Thomas (for the purpose of this paragraph, “Plaintiff”), a citizen
2 of the State of North Carolina, residing in the City of Raleigh, bought a 2014 Jeep Grand Cherokee
3 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about December 1,
4 2017 at Westgate Auto Group, LLC, an authorized FCA dealer in Raleigh, North Carolina.
5 Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an
6 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep
7 website, on which the Subject Vehicles were represented as environmentally friendly, having low
8 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
9 Subject Vehicles. When Plaintiff went to Westgate Auto Group, LLC to purchase the Subject
10 Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel
11 economy and performance. These representations, along with the advertised fuel economy, were
12 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
13 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
14 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
15 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
16 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
17 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
18 emission standards; that its emission treatment system was designed to de-activate during real-
19 world driving conditions; and that it could not achieve the advertised towing power, performance,
20 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
21 direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject
22 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
23 control devices.

1 265. Plaintiff, Angelo Huerta (for the purpose of this paragraph, “Plaintiff”), a citizen
2 of the State of Oklahoma, residing in the City of Sand Springs, bought a 2016 Dodge Ram 1500
3 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about September 9,
4 2016, at Bartlesville Chrysler Dodge Ram Jeep, an authorized FCA dealer in Bartlesville,
5 Oklahoma. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations
6 that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls
7 visiting the Ram website, on which the Subject Vehicles were represented as environmentally
8 friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television
9 commercials about the Subject Vehicles. When Plaintiff went to Bartlesville Chrysler Dodge Ram
10 Jeep to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel®
11 attributes, including its fuel economy and performance. These representations, along with the
12 advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At
13 the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised
14 only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was
15 Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized
16 emission control devices designed to cheat emission tests and to deceive consumers and regulators.
17 Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she
18 known that it did not comply with emission standards; that its emission treatment system was
19 designed to de-activate during real-world driving conditions; and that it could not achieve the
20 advertised towing power, performance, and/or fuel economy without cheating emission tests.
21 Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct,
22 and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants
23 not concealed the unauthorized emission control devices.

1 266. Plaintiff, Bill Plagianakos (for the purpose of this paragraph, “Plaintiff”), a citizen
2 of the State of Pennsylvania, residing in the City of Gettysburg, bought a 2015 Dodge Ram 1500
3 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about June 1, 2015,
4 at Addy’s Harbor Dodge Ram Fiat, an authorized FCA dealer in Myrtle Beach, South Carolina.
5 Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an
6 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
7 website, on which the Subject Vehicles were represented as environmentally friendly, having low
8 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
9 Subject Vehicles. When Plaintiff went to Addy’s Harbor Dodge Ram Fiat to purchase the Subject
10 Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel
11 economy and performance. These representations, along with the advertised fuel economy, were
12 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
13 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
14 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
15 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
16 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
17 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
18 emission standards; that its emission treatment system was designed to de-activate during real-
19 world driving conditions; and that it could not achieve the advertised towing power, performance,
20 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
21 direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject
22 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
23 control devices.

1 267. Plaintiff, Brent Burton (for the purpose of this paragraph, “Plaintiff”), a citizen of
2 the State of Montana, residing in the City of Colstrip, bought a 2014 Dodge Ram 1500 EcoDiesel®
3 (for the purpose of this paragraph, the “Subject Vehicle”) on or about January 1, 2015, at Kupper
4 Chevrolet, an authorized FCA dealer in Mandan, North Dakota. Plaintiff decided to buy the Subject
5 Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced
6 emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject
7 Vehicles were represented as environmentally friendly, having low emissions and good fuel
8 economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When
9 Plaintiff went to Kupper Chevrolet to purchase the Subject Vehicle, the sales associate touted the
10 Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These
11 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
12 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
13 could perform as advertised only by emitting NOx at levels that are greater than advertised and
14 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
15 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
16 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
17 would have paid less for it, had he/she known that it did not comply with emission standards; that
18 its emission treatment system was designed to de-activate during real-world driving conditions;
19 and that it could not achieve the advertised towing power, performance, and/or fuel economy
20 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
21 result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would
22 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

23 268. Plaintiff, Brent Burton (for the purpose of this paragraph, “Plaintiff”), a citizen of

1 the State of Montana, residing in the City of Colstrip, bought a 2014 Dodge Ram EcoDiesel® (for
2 the purpose of this paragraph, the “Subject Vehicle”) on or about August 14, 2015, at Kelly Marie
3 Amatna. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that
4 it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting
5 the Ram website, on which the Subject Vehicles were represented as environmentally friendly,
6 having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials
7 about the Subject Vehicles. When Plaintiff went to Kelly Marie Amatna to purchase the Subject
8 Vehicle, the seller touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy
9 and performance. These representations, along with the advertised fuel economy, were among the
10 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
11 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
12 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
13 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
14 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
15 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
16 standards; that its emission treatment system was designed to de-activate during real-world driving
17 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
18 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
19 proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle,
20 or would have paid less for it, had Defendants not concealed the unauthorized emission control
21 devices.

22 269. Plaintiff, Brian Ashworth (for the purpose of this paragraph, “Plaintiff”), a citizen
23 of the State of Florida, residing in the City of Melbourne, bought a 2016 Dodge Ram 1500

1 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about October 31,
2 2016, at Schumacher Automotive, an authorized FCA dealer in Delray Beach, Florida. Plaintiff
3 decided to buy the Subject Vehicle based in part on FCA’s representations that it was an
4 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
5 website, on which the Subject Vehicles were represented as environmentally friendly, having low
6 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
7 Subject Vehicles. When Plaintiff went to Schumacher Automotive to purchase the Subject
8 Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel
9 economy and performance. These representations, along with the advertised fuel economy, were
10 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
11 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
12 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
13 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
14 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
15 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
16 emission standards; that its emission treatment system was designed to de-activate during real-
17 world driving conditions; and that it could not achieve the advertised towing power, performance,
18 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
19 direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject
20 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
21 control devices.

22 270. Plaintiff, Brian J. Delaney (for the purpose of this paragraph, “Plaintiff”), a citizen
23 of the State of Nevada, residing in the City of Pahrump, bought a 2015 Dodge Ram 1500

1 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about September 5,
2 2015, at Saitta Trudeau Chrysler Jeep Dodge, an authorized FCA dealer in Pahrump, Nevada.
3 Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an
4 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
5 website, on which the Subject Vehicles were represented as environmentally friendly, having low
6 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
7 Subject Vehicles. When Plaintiff went to Saitta Trudeau Chrysler Jeep Dodge to purchase the
8 Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including
9 its fuel economy and performance. These representations, along with the advertised fuel economy,
10 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
11 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
12 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
13 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
14 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
15 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
16 comply with emission standards; that its emission treatment system was designed to de-activate
17 during real-world driving conditions; and that it could not achieve the advertised towing power,
18 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
19 concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have
20 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
21 unauthorized emission control devices.

22 271. Plaintiff, Brian Lewandowski (for the purpose of this paragraph, “Plaintiff”), a
23 citizen of the State of Wisconsin, residing in the City of Cochrane, bought a 2015 Dodge Ram

1 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about March 28,
2 2016, at Eau Claire Chrysler Dodge Jeep Ram, an authorized FCA dealer in Eau Claire, Wisconsin.
3 Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an
4 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
5 website, on which the Subject Vehicles were represented as environmentally friendly, having low
6 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
7 Subject Vehicles. When Plaintiff went to Eau Claire Chrysler Dodge Jeep Ram to purchase the
8 Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including
9 its fuel economy and performance. These representations, along with the advertised fuel economy,
10 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
11 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
12 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
13 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
14 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
15 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
16 comply with emission standards; that its emission treatment system was designed to de-activate
17 during real-world driving conditions; and that it could not achieve the advertised towing power,
18 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
19 concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have
20 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
21 unauthorized emission control devices.

22 272. Plaintiff, Brooks H. Moore (for the purpose of this paragraph, “Plaintiff”), a citizen
23 of the State of Montana, residing in the City of Jackson, bought a 2014 Jeep Grand Cherokee

1 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about August 21,
2 2014, at Morlan Chrysler, an authorized FCA dealer in Cape Girardeau, Montana. Plaintiff decided
3 to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel”
4 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on
5 which the Subject Vehicles were represented as environmentally friendly, having low emissions
6 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
7 Vehicles. When Plaintiff went to Morlan Chrysler to purchase the Subject Vehicle, the sales
8 associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and
9 performance. These representations, along with the advertised fuel economy, were among the
10 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
11 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
12 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
13 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
14 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
15 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
16 standards; that its emission treatment system was designed to de-activate during real-world driving
17 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
18 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
19 proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle,
20 or would have paid less for it, had Defendants not concealed the unauthorized emission control
21 devices.

22 273. Plaintiff, Carl Barber (for the purpose of this paragraph, “Plaintiff”), a citizen of
23 the State of Ohio, residing in the City of Russellville, bought a 2015 Dodge Ram 1500 EcoDiesel®

(for the purpose of this paragraph, the “Subject Vehicle”) on or about November 22, 2016, at Mt. Orab Auto Mall, an authorized FCA dealer in Mt. Orab, Ohio. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Mt. Orab Auto Mall to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

274. Plaintiff, Chad James Carter (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Iowa, residing in the City of Des Moines, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about August 1, 2015,

1 at Dewey Dodge Chrysler Jeep, an authorized FCA dealer in Ankeny, Iowa. Plaintiff decided to
2 buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle
3 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
4 Subject Vehicles were represented as environmentally friendly, having low emissions and good
5 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
6 When Plaintiff went to Dewey Dodge Chrysler Jeep to purchase the Subject Vehicle, the sales
7 associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
8 performance. These representations, along with the advertised fuel economy, were among the
9 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
10 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
11 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
12 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
13 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
14 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
15 standards; that its emission treatment system was designed to de-activate during real-world driving
16 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
17 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
18 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
19 or would have paid less for it, had Defendants not concealed the unauthorized emission control
20 devices.

21 275. Plaintiff, Chad Koep (for the purpose of this paragraph, "Plaintiff"), a citizen of the
22 State of Minnesota, residing in the City of Lakefield, bought a 2014 Dodge Ram 1500 EcoDiesel®
23 (for the purpose of this paragraph, the "Subject Vehicle") on or about October 31, 2014, at Billion

1 Auto – Chrysler Jeep Dodge Ram in Sioux Falls, an authorized FCA dealer in Sioux Falls, South
2 Dakota. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it
3 was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting
4 the Ram website, on which the Subject Vehicles were represented as environmentally friendly,
5 having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials
6 about the Subject Vehicles. When Plaintiff went to Billion Auto – Chrysler Jeep Dodge Ram in
7 Sioux Falls to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s
8 EcoDiesel® attributes, including its fuel economy and performance. These representations, along
9 with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject
10 Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as
11 advertised only by emitting NOx at levels that are greater than advertised and above legal limits.
12 Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and
13 unauthorized emission control devices designed to cheat emission tests and to deceive consumers
14 and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less
15 for it, had he/she known that it did not comply with emission standards; that its emission treatment
16 system was designed to de-activate during real-world driving conditions; and that it could not
17 achieve the advertised towing power, performance, and/or fuel economy without cheating
18 emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of
19 Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid
20 less for it, had Defendants not concealed the unauthorized emission control devices.

21 276. Plaintiff, Chad Koep (for the purpose of this paragraph, “Plaintiff”), a citizen of the
22 State of Minnesota, residing in the City of Lakefield, bought a 2015 Dodge Ram 1500 EcoDiesel®
23 (for the purpose of this paragraph, the “Subject Vehicle”) on or about June 14, 2015, at Billion

1 Auto – Chrysler Jeep Dodge Ram in Sioux Falls, an authorized FCA dealer in Sioux Falls, South
2 Dakota. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it
3 was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting
4 the Ram website, on which the Subject Vehicles were represented as environmentally friendly,
5 having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials
6 about the Subject Vehicles. When Plaintiff went to Billion Auto – Chrysler Jeep Dodge Ram in
7 Sioux Falls to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s
8 EcoDiesel® attributes, including its fuel economy and performance. These representations, along
9 with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject
10 Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as
11 advertised only by emitting NOx at levels that are greater than advertised and above legal limits.
12 Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and
13 unauthorized emission control devices designed to cheat emission tests and to deceive consumers
14 and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less
15 for it, had he/she known that it did not comply with emission standards; that its emission treatment
16 system was designed to de-activate during real-world driving conditions; and that it could not
17 achieve the advertised towing power, performance, and/or fuel economy without cheating
18 emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of
19 Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid
20 less for it, had Defendants not concealed the unauthorized emission control devices.

21 277. Plaintiff, Charles Lauziere (for the purpose of this paragraph, “Plaintiff”), a citizen
22 of the State of New Jersey, residing in the City of Washington, bought a 2014 Dodge Ram 1500
23 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about July 1, 2016, at

1 John Johnson Dodge Chrysler Jeep Ram, an authorized FCA dealer in Washington, New Jersey.
2 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
3 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
4 website, on which the Subject Vehicles were represented as environmentally friendly, having low
5 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
6 Subject Vehicles. When Plaintiff went to John Johnson Dodge Chrysler Jeep Ram to purchase the
7 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
8 its fuel economy and performance. These representations, along with the advertised fuel economy,
9 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
10 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
11 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
12 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
13 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
14 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
15 comply with emission standards; that its emission treatment system was designed to de-activate
16 during real-world driving conditions; and that it could not achieve the advertised towing power,
17 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
18 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
19 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
20 unauthorized emission control devices.

21 278. Plaintiff, Charles Piazza (for the purpose of this paragraph, "Plaintiff"), a citizen
22 of the State of Illinois, residing in the City of Hampshire, bought a 2014 Dodge Ram 1500
23 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about October 1, 2014,

1 at Barkau Automotive, an authorized FCA dealer in Stockton, Illinois. Plaintiff decided to buy the
2 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
3 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
4 Subject Vehicles were represented as environmentally friendly, having low emissions and good
5 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
6 When Plaintiff went to Barkau Automotive to purchase the Subject Vehicle, the sales associate
7 touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance.
8 These representations, along with the advertised fuel economy, were among the primary reasons
9 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
10 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
11 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
12 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
13 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
14 would have paid less for it, had he/she known that it did not comply with emission standards; that
15 its emission treatment system was designed to de-activate during real-world driving conditions;
16 and that it could not achieve the advertised towing power, performance, and/or fuel economy
17 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
18 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
19 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

20 279. Plaintiff, Chuck McClaugherty (for the purpose of this paragraph, "Plaintiff"), a
21 citizen of the State of Oregon, residing in the City of Oregon City, bought a 2015 Dodge Ram
22 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about March 1,
23 2016, from a "Private Party". Plaintiff decided to buy the Subject Vehicle based in part on FCA's

1 representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient).
2 Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as
3 environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls
4 seeing television commercials about the Subject Vehicles. When Plaintiff went to “Private Party”
5 to purchase the Subject Vehicle, the sales person touted the Subject Vehicle’s EcoDiesel®
6 attributes, including its fuel economy and performance. These representations, along with the
7 advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At
8 the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised
9 only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was
10 Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized
11 emission control devices designed to cheat emission tests and to deceive consumers and regulators.
12 Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she
13 known that it did not comply with emission standards; that its emission treatment system was
14 designed to de-activate during real-world driving conditions; and that it could not achieve the
15 advertised towing power, performance, and/or fuel economy without cheating emission tests.
16 Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct,
17 and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants
18 not concealed the unauthorized emission control devices.

19 280. Plaintiff, Daniel & Traci Ramsey (for the purpose of this paragraph, “Plaintiff”),
20 citizens of the State of Kentucky, residing in the City of Richmond, bought a 2014 Dodge Ram
21 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about April 28,
22 2016, at Jeff Wyler Eastgate, Inc., an authorized FCA dealer in Batavia, Ohio. Plaintiff decided to
23 buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle

(i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Jeff Wyler Eastgate, Inc. to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

281. Plaintiff, Daniel & Laura Zamora (for the purpose of this paragraph, "Plaintiff"), citizens of the State of Oregon, residing in the City of Grants Pass, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about October 1, 2016, at Lithia Chrysler Jeep Dodge of Grants Pass, an authorized FCA dealer in Grants Pass, Oregon. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that

1 it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting
2 the Ram website, on which the Subject Vehicles were represented as environmentally friendly,
3 having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials
4 about the Subject Vehicles. When Plaintiff went to Lithia Chrysler Jeep Dodge of Grants Pass to
5 purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel®
6 attributes, including its fuel economy and performance. These representations, along with the
7 advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At
8 the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised
9 only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was
10 Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized
11 emission control devices designed to cheat emission tests and to deceive consumers and regulators.
12 Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she
13 known that it did not comply with emission standards; that its emission treatment system was
14 designed to de-activate during real-world driving conditions; and that it could not achieve the
15 advertised towing power, performance, and/or fuel economy without cheating emission tests.
16 Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct,
17 and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants
18 not concealed the unauthorized emission control devices.

19 282. Plaintiff, Dean Allmon (for the purpose of this paragraph, “Plaintiff”), a citizen of
20 the State of Florida, residing in the City of Lake Worth, bought a 2015 Dodge Ram 1500
21 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about June 5, 2015,
22 at Arrigo Dodge Chrysler Jeep Ram West Palm Beach, an authorized FCA dealer in West Palm
23 Beach, Florida. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations

1 that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls
2 visiting the Ram website, on which the Subject Vehicles were represented as environmentally
3 friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television
4 commercials about the Subject Vehicles. When Plaintiff went to Arrigo Dodge Chrysler Jeep Ram
5 West Palm Beach to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s
6 EcoDiesel® attributes, including its fuel economy and performance. These representations, along
7 with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject
8 Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as
9 advertised only by emitting NOx at levels that are greater than advertised and above legal limits.
10 Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and
11 unauthorized emission control devices designed to cheat emission tests and to deceive consumers
12 and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less
13 for it, had he/she known that it did not comply with emission standards; that its emission treatment
14 system was designed to de-activate during real-world driving conditions; and that it could not
15 achieve the advertised towing power, performance, and/or fuel economy without cheating
16 emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of
17 Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid
18 less for it, had Defendants not concealed the unauthorized emission control devices.

19 283. Plaintiff, Derrick Jack (for the purpose of this paragraph, “Plaintiff”), a citizen of
20 the State of Missouri, residing in the City of Springfield, bought a 2015 Dodge Ram 1500
21 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about November 1,
22 2017 at Corwin CDJR Fiat, an authorized FCA dealer in Springfield, Missouri. Plaintiff decided
23 to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel”

1 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on
2 which the Subject Vehicles were represented as environmentally friendly, having low emissions
3 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
4 Vehicles. When Plaintiff went to Corwin CDJR Fiat to purchase the Subject Vehicle, the sales
5 associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
6 performance. These representations, along with the advertised fuel economy, were among the
7 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
8 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
9 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
10 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
11 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
12 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
13 standards; that its emission treatment system was designed to de-activate during real-world driving
14 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
15 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
16 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
17 or would have paid less for it, had Defendants not concealed the unauthorized emission control
18 devices.

19 284. Plaintiff, Don Lange (for the purpose of this paragraph, "Plaintiff"), a citizen of the
20 State of New York, residing in the City of Buffalo, bought a 2015 Jeep Grand Cherokee
21 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about March 1, 2015,
22 at Transitown Plaza, an authorized FCA dealer in Williamsville, New York. Plaintiff decided to
23 buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle

(i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Transitown Plaza to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

285. Plaintiff, Eric Vera (for the purpose of this paragraph, "Plaintiff"), citizen of the State of Nebraska, residing in the City of Omaha, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about September 1, 2016, at Baxter Ford South, an authorized FCA dealer in Omaha, Nebraska. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject

1 Vehicles were represented as environmentally friendly, having low emissions and good fuel
2 economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When
3 Plaintiff went to Baxter Ford South to purchase the Subject Vehicle, the sales associate touted the
4 Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
5 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
6 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
7 could perform as advertised only by emitting NOx at levels that are greater than advertised and
8 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
9 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
10 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
11 would have paid less for it, had he/she known that it did not comply with emission standards; that
12 its emission treatment system was designed to de-activate during real-world driving conditions;
13 and that it could not achieve the advertised towing power, performance, and/or fuel economy
14 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
15 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
16 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

17 286. Plaintiff, Gilder L. Whitlock (for the purpose of this paragraph, "Plaintiff"), a
18 citizen of the State of Florida, residing in the City of Jacksonville, bought a 2015 Dodge Ram 1500
19 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about September 29,
20 2015, at Jacksonville CJD, an authorized FCA dealer in Jacksonville, Florida. Plaintiff decided to
21 buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle
22 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
23 Subject Vehicles were represented as environmentally friendly, having low emissions and good

1 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
2 When Plaintiff went to Jacksonville CJD to purchase the Subject Vehicle, the sales associate touted
3 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
4 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
5 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
6 could perform as advertised only by emitting NOx at levels that are greater than advertised and
7 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
8 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
9 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
10 would have paid less for it, had he/she known that it did not comply with emission standards; that
11 its emission treatment system was designed to de-activate during real-world driving conditions;
12 and that it could not achieve the advertised towing power, performance, and/or fuel economy
13 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
14 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
15 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

16 287. Plaintiff, Gordon Shrader (for the purpose of this paragraph, "Plaintiff"), a citizen
17 of the State of Nebraska, residing in the City of Fordyce, bought a 2016 Dodge Ram 1500
18 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 10, 2016,
19 at Airpark Dodge Chrysler Jeep, an authorized FCA dealer in Scottsdale, Arizona. Plaintiff decided
20 to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel"
21 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on
22 which the Subject Vehicles were represented as environmentally friendly, having low emissions
23 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject

1 Vehicles. When Plaintiff went to Airpark Dodge Chrysler Jeep to purchase the Subject Vehicle,
2 the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy
3 and performance. These representations, along with the advertised fuel economy, were among the
4 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
5 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
6 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
7 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
8 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
9 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
10 standards; that its emission treatment system was designed to de-activate during real-world driving
11 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
12 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
13 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
14 or would have paid less for it, had Defendants not concealed the unauthorized emission control
15 devices.

16 288. Plaintiff, Greg Grievell (for the purpose of this paragraph, "Plaintiff"), a citizen of
17 the State of Wisconsin, residing in the City of Marshfield, bought a 2015 Dodge Ram 1500
18 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 1, 2018 at
19 Village Auto of Pulaski, an authorized FCA dealer in Milltown, Wisconsin. Plaintiff decided to
20 buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle
21 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
22 Subject Vehicles were represented as environmentally friendly, having low emissions and good
23 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.

1 When Plaintiff went to Village Auto of Pulaski to purchase the Subject Vehicle, the sales associate
2 touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance.
3 These representations, along with the advertised fuel economy, were among the primary reasons
4 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
5 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
6 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
7 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
8 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
9 would have paid less for it, had he/she known that it did not comply with emission standards; that
10 its emission treatment system was designed to de-activate during real-world driving conditions;
11 and that it could not achieve the advertised towing power, performance, and/or fuel economy
12 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
13 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
14 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

15 289. Plaintiff, Greg Shea (for the purpose of this paragraph, "Plaintiff"), a citizen of the
16 State of Kentucky, residing in the City of Bowling Green, bought a 2016 Dodge Ram 1500
17 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about September 12,
18 2016, at Dona Franklin, an authorized FCA dealer in Somerset, Kentucky. Plaintiff decided to buy
19 the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
20 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
21 Subject Vehicles were represented as environmentally friendly, having low emissions and good
22 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
23 When Plaintiff went to Dona Franklin to purchase the Subject Vehicle, the sales associate touted

1 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
2 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
3 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
4 could perform as advertised only by emitting NOx at levels that are greater than advertised and
5 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
6 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
7 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
8 would have paid less for it, had he/she known that it did not comply with emission standards; that
9 its emission treatment system was designed to de-activate during real-world driving conditions;
10 and that it could not achieve the advertised towing power, performance, and/or fuel economy
11 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
12 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
13 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

14 290. Plaintiff, Gregory B. Fenstermaker (for the purpose of this paragraph, "Plaintiff"),
15 a citizen of the State of New York, residing in the City of East Amherst, bought a 2015 Dodge
16 Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about
17 September 23, 2015, at Hondru Dodge, an authorized FCA dealer in Elizabethtown, Pennsylvania.
18 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
19 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
20 website, on which the Subject Vehicles were represented as environmentally friendly, having low
21 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
22 Subject Vehicles. When Plaintiff went to Hondru Dodge to purchase the Subject Vehicle, the sales
23 associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and

1 performance. These representations, along with the advertised fuel economy, were among the
2 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
3 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
4 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
5 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
6 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
7 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
8 standards; that its emission treatment system was designed to de-activate during real-world driving
9 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
10 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
11 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
12 or would have paid less for it, had Defendants not concealed the unauthorized emission control
13 devices.

14 291. Plaintiff, Harold Joseph Piele (for the purpose of this paragraph, "Plaintiff"), a
15 citizen of the State of Nevada, residing in the City of Henderson, bought a 2016 Dodge Ram 1500
16 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about January 26,
17 2016, at Towbin Dodge, LLC, an authorized FCA dealer in Henderson, Nevada. Plaintiff decided
18 to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel"
19 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on
20 which the Subject Vehicles were represented as environmentally friendly, having low emissions
21 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
22 Vehicles. When Plaintiff went to Towbin Dodge, LLC to purchase the Subject Vehicle, the sales
23 associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and

1 performance. These representations, along with the advertised fuel economy, were among the
2 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
3 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
4 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
5 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
6 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
7 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
8 standards; that its emission treatment system was designed to de-activate during real-world driving
9 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
10 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
11 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
12 or would have paid less for it, had Defendants not concealed the unauthorized emission control
13 devices.

14 292. Plaintiff, Janie Kennedy Pooler (for the purpose of this paragraph, "Plaintiff"), a
15 citizen of the State of Louisiana, residing in the City of Lafayette, leased a 2016 Dodge Ram 1500
16 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about April 15, 2016,
17 at Acadiana Dodge Chrysler Jeep Ram, Fiat, an authorized FCA dealer in Lafayette, Louisiana.
18 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
19 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
20 website, on which the Subject Vehicles were represented as environmentally friendly, having low
21 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
22 Subject Vehicles. When Plaintiff went to Acadiana Dodge Chrysler Jeep Ram, Fiat to lease the
23 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including

1 its fuel economy and performance. These representations, along with the advertised fuel economy,
2 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of lease, Plaintiff
3 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
4 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
5 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
6 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have leased the
7 Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
8 emission standards; that its emission treatment system was designed to de-activate during real-
9 world driving conditions; and that it could not achieve the advertised towing power, performance,
10 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
11 direct and proximate result of Defendants' misconduct, and would not have leased the Subject
12 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
13 control devices.

14 293. Plaintiff, Jeff Kays (for the purpose of this paragraph, "Plaintiff"), a citizen of the
15 State of Oklahoma, residing in the City of Wilson, bought a 2015 Dodge Ram 1500 EcoDiesel®
16 (for the purpose of this paragraph, the "Subject Vehicle") on or about September 23, 2015, at
17 Carter County Dodge Chrysler Jeep, an authorized FCA dealer in Ardmore, Oklahoma. Plaintiff
18 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
19 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
20 website, on which the Subject Vehicles were represented as environmentally friendly, having low
21 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
22 Subject Vehicles. When Plaintiff went to Carter County Dodge Chrysler Jeep to purchase the
23 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including

1 its fuel economy and performance. These representations, along with the advertised fuel economy,
2 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
3 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
4 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
5 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
6 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
7 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
8 comply with emission standards; that its emission treatment system was designed to de-activate
9 during real-world driving conditions; and that it could not achieve the advertised towing power,
10 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
11 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
12 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
13 unauthorized emission control devices.

14 294. Plaintiff, Jim Heiser (for the purpose of this paragraph, "Plaintiff"), a citizen of the
15 State of Illinois, residing in the City of Kewanee, bought a 2015 Dodge Ram 1500 EcoDiesel®
16 (for the purpose of this paragraph, the "Subject Vehicle") on or about November 1, 2015, at Yemm
17 Chevrolet Buick GMC Chrysler Dodge Jeep Ram, an authorized FCA dealer in Galesburg, Illinois.
18 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
19 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
20 website, on which the Subject Vehicles were represented as environmentally friendly, having low
21 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
22 Subject Vehicles. When Plaintiff went to Yemm Chevrolet Buick GMC Chrysler Dodge Jeep Ram
23 to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel®

1 attributes, including its fuel economy and performance. These representations, along with the
2 advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At
3 the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised
4 only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was
5 Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized
6 emission control devices designed to cheat emission tests and to deceive consumers and regulators.
7 Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she
8 known that it did not comply with emission standards; that its emission treatment system was
9 designed to de-activate during real-world driving conditions; and that it could not achieve the
10 advertised towing power, performance, and/or fuel economy without cheating emission tests.
11 Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct,
12 and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants
13 not concealed the unauthorized emission control devices.

14 295. Plaintiff, Joe Elco (for the purpose of this paragraph, "Plaintiff"), a citizen of the
15 State of New York, residing in the City of Bay Shore, leased a 2015 Dodge Ram 1500 EcoDiesel®
16 (for the purpose of this paragraph, the "Subject Vehicle") on or about June 1, 2015, at Atlantic
17 Chrysler Jeep Dodge Ram, an authorized FCA dealer in West Islip, New York. Plaintiff decided
18 to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel"
19 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on
20 which the Subject Vehicles were represented as environmentally friendly, having low emissions
21 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
22 Vehicles. When Plaintiff went to Atlantic Chrysler Jeep Dodge Ram to lease the Subject Vehicle,
23 the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy

1 and performance. These representations, along with the advertised fuel economy, were among the
2 primary reasons Plaintiff chose the Subject Vehicle. At the time of lease, Plaintiff did not know
3 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
4 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
5 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
6 tests and to deceive consumers and regulators. Plaintiff would not have leased the Subject Vehicle,
7 or would have paid less for it, had he/she known that it did not comply with emission standards;
8 that its emission treatment system was designed to de-activate during real-world driving
9 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
10 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
11 proximate result of Defendants' misconduct, and would not have leased the Subject Vehicle, or
12 would have paid less for it, had Defendants not concealed the unauthorized emission control
13 devices.

14 296. Plaintiff, Jon Elsasser (for the purpose of this paragraph, "Plaintiff"), a citizen of
15 the State of South Dakota, residing in the City of Winner, bought a 2015 Dodge Ram 1500
16 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about December 21,
17 2015, at Frontier Motors Incorporated, an authorized FCA dealer in Winner, South Dakota.
18 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
19 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
20 website, on which the Subject Vehicles were represented as environmentally friendly, having low
21 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
22 Subject Vehicles. When Plaintiff went to Frontier Motors Incorporated to purchase the Subject
23 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel

1 economy and performance. These representations, along with the advertised fuel economy, were
2 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
3 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
4 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
5 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
6 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
7 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
8 emission standards; that its emission treatment system was designed to de-activate during real-
9 world driving conditions; and that it could not achieve the advertised towing power, performance,
10 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
11 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
12 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
13 control devices.

14 297. Plaintiff, Josh Francis (for the purpose of this paragraph, "Plaintiff"), a citizen of
15 the State of Illinois, residing in the City of Belleville, bought a 2015 Dodge Ram 1500 EcoDiesel®
16 (for the purpose of this paragraph, the "Subject Vehicle") on or about April 6, 2018 at Travers
17 Auto Plex, an authorized FCA dealer in Eureka, Missouri. Plaintiff decided to buy the Subject
18 Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced
19 emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject
20 Vehicles were represented as environmentally friendly, having low emissions and good fuel
21 economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When
22 Plaintiff went to Travers Auto Plex to purchase the Subject Vehicle, the sales associate touted the
23 Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These

1 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
2 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
3 could perform as advertised only by emitting NOx at levels that are greater than advertised and
4 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
5 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
6 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
7 would have paid less for it, had he/she known that it did not comply with emission standards; that
8 its emission treatment system was designed to de-activate during real-world driving conditions;
9 and that it could not achieve the advertised towing power, performance, and/or fuel economy
10 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
11 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
12 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

13 298. Plaintiff, K.C. Moore (for the purpose of this paragraph, "Plaintiff"), a citizen of
14 the State of Kansas, residing in the City of Lawrence, bought a 2014 Jeep Grand Cherokee
15 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about July 25, 2017
16 at Laird Noller Ford Topeka, an authorized FCA dealer in Topeka, Kansas. Plaintiff decided to
17 buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle
18 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the
19 Subject Vehicles were represented as environmentally friendly, having low emissions and good
20 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
21 When Plaintiff went to Laird Noller Ford Topeka to purchase the Subject Vehicle, the sales
22 associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
23 performance. These representations, along with the advertised fuel economy, were among the

1 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
2 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
3 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
4 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
5 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
6 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
7 standards; that its emission treatment system was designed to de-activate during real-world driving
8 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
9 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
10 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
11 or would have paid less for it, had Defendants not concealed the unauthorized emission control
12 devices.

13 299. Plaintiff, Kenyon Shephard (for the purpose of this paragraph, "Plaintiff"), a citizen
14 of the State of Colorado, residing in the City of Evergreen, bought a 2016 Dodge Ram 1500
15 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about May 22, 2018
16 at Christopher's Dodge World, an authorized FCA dealer in Golden, Colorado. Plaintiff decided
17 to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel"
18 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on
19 which the Subject Vehicles were represented as environmentally friendly, having low emissions
20 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
21 Vehicles. When Plaintiff went to Christopher's Dodge World to purchase the Subject Vehicle, the
22 sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
23 performance. These representations, along with the advertised fuel economy, were among the

1 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
2 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
3 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
4 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
5 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
6 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
7 standards; that its emission treatment system was designed to de-activate during real-world driving
8 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
9 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
10 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
11 or would have paid less for it, had Defendants not concealed the unauthorized emission control
12 devices.

13 300. Plaintiff, Kurtis J. Melin (for the purpose of this paragraph, "Plaintiff"), a citizen
14 of the State of South Carolina, residing in the City of Spartanburg, bought a 2016 Dodge Ram
15 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about April 1,
16 2016, at Steve White Motors, an authorized FCA dealer in Newton, North Carolina. Plaintiff
17 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
18 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
19 website, on which the Subject Vehicles were represented as environmentally friendly, having low
20 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
21 Subject Vehicles. When Plaintiff went to Steve White Motors to purchase the Subject Vehicle,
22 the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy
23 and performance. These representations, along with the advertised fuel economy, were among the

1 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
2 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
3 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
4 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
5 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
6 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
7 standards; that its emission treatment system was designed to de-activate during real-world driving
8 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
9 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
10 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
11 or would have paid less for it, had Defendants not concealed the unauthorized emission control
12 devices.

13 301. Plaintiff, Larry Brown (for the purpose of this paragraph, "Plaintiff"), a citizen of
14 the State of Missouri, residing in the City of Purdy, bought a 2014 Dodge Ram 1500 EcoDiesel®
15 (for the purpose of this paragraph, the "Subject Vehicle") on or about May 1, 2014, at Fletcher
16 Superstore, an authorized FCA dealer in Joplin, Missouri. Plaintiff decided to buy the Subject
17 Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced
18 emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject
19 Vehicles were represented as environmentally friendly, having low emissions and good fuel
20 economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When
21 Plaintiff went to Fletcher Superstore to purchase the Subject Vehicle, the sales associate touted the
22 Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
23 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff

1 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
2 could perform as advertised only by emitting NOx at levels that are greater than advertised and
3 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
4 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
5 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
6 would have paid less for it, had he/she known that it did not comply with emission standards; that
7 its emission treatment system was designed to de-activate during real-world driving conditions;
8 and that it could not achieve the advertised towing power, performance, and/or fuel economy
9 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
10 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
11 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

12 302. Plaintiff, Lauren Steff (for the purpose of this paragraph, "Plaintiff"), a citizen of
13 the State of New York, residing in the City of Machias, bought a 2016 Dodge Ram 1500
14 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about July 20, 2018
15 at Delacy Ford, an authorized FCA dealer in Elma, New York. Plaintiff decided to buy the Subject
16 Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced
17 emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject
18 Vehicles were represented as environmentally friendly, having low emissions and good fuel
19 economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When
20 Plaintiff went to Delacy Ford to purchase the Subject Vehicle, the sales associate touted the Subject
21 Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
22 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
23 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle

1 could perform as advertised only by emitting NOx at levels that are greater than advertised and
2 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
3 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
4 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
5 would have paid less for it, had he/she known that it did not comply with emission standards; that
6 its emission treatment system was designed to de-activate during real-world driving conditions;
7 and that it could not achieve the advertised towing power, performance, and/or fuel economy
8 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
9 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
10 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

11 303. Plaintiff, Laurence Carroll (for the purpose of this paragraph, "Plaintiff"), a citizen
12 of the State of Montana, residing in the City of Helena, leased a 2016 Jeep Grand Cherokee
13 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about February 1,
14 2016, at Lithia Chrysler Jeep Dodge of Helena, an authorized FCA dealer in Helena, Montana.
15 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
16 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep
17 website, on which the Subject Vehicles were represented as environmentally friendly, having low
18 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
19 Subject Vehicles. When Plaintiff went to Lithia Chrysler Jeep Dodge of Helena to lease the
20 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
21 its fuel economy and performance. These representations, along with the advertised fuel economy,
22 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of lease, Plaintiff
23 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels

1 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
2 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
3 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have leased the
4 Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
5 emission standards; that its emission treatment system was designed to de-activate during real-
6 world driving conditions; and that it could not achieve the advertised towing power, performance,
7 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
8 direct and proximate result of Defendants' misconduct, and would not have leased the Subject
9 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
10 control devices.

11 304. Plaintiff, Levent Altunova (for the purpose of this paragraph, "Plaintiff"), a citizen
12 of the State of Montana, residing in the City of Belgrade, bought a 2015 Dodge Ram 1500
13 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about March 1, 2016,
14 at Billion Dodge Chrysler Jeep, an authorized FCA dealer in Bozeman, Montana. Plaintiff decided
15 to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel"
16 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on
17 which the Subject Vehicles were represented as environmentally friendly, having low emissions
18 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
19 Vehicles. When Plaintiff went to Billion Dodge Chrysler Jeep to purchase the Subject Vehicle,
20 the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy
21 and performance. These representations, along with the advertised fuel economy, were among the
22 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
23 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater

1 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
2 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
3 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
4 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
5 standards; that its emission treatment system was designed to de-activate during real-world driving
6 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
7 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
8 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
9 or would have paid less for it, had Defendants not concealed the unauthorized emission control
10 devices.

11 305. Plaintiff, Levi Kimsey (for the purpose of this paragraph, "Plaintiff"), a citizen of
12 the State of Arizona, residing in the City of Ozark, bought a 2016 Dodge Ram 1500 EcoDiesel®
13 (for the purpose of this paragraph, the "Subject Vehicle") on or about January 2, 2018 at Whitson
14 Morgan, an authorized FCA dealer in Clarksville, Arizona. Plaintiff decided to buy the Subject
15 Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced
16 emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject
17 Vehicles were represented as environmentally friendly, having low emissions and good fuel
18 economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When
19 Plaintiff went to Whitson Morgan to purchase the Subject Vehicle, the sales associate touted the
20 Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
21 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
22 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
23 could perform as advertised only by emitting NOx at levels that are greater than advertised and

1 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
2 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
3 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
4 would have paid less for it, had he/she known that it did not comply with emission standards; that
5 its emission treatment system was designed to de-activate during real-world driving conditions;
6 and that it could not achieve the advertised towing power, performance, and/or fuel economy
7 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
8 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
9 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

10 306. Plaintiff, Lloyd Howard (for the purpose of this paragraph, "Plaintiff"), a citizen of
11 the State of Oklahoma, residing in the City of Holdenville, bought a 2015 Dodge Ram 1500
12 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 9, 2017 at
13 Landers Chrysler Dodge Jeep Ram of Norman, an authorized FCA dealer in Norman, Oklahoma.
14 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
15 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
16 website, on which the Subject Vehicles were represented as environmentally friendly, having low
17 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
18 Subject Vehicles. When Plaintiff went to Landers Chrysler Dodge Jeep Ram of Norman to
19 purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel®
20 attributes, including its fuel economy and performance. These representations, along with the
21 advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At
22 the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised
23 only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was

1 Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized
2 emission control devices designed to cheat emission tests and to deceive consumers and regulators.
3 Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she
4 known that it did not comply with emission standards; that its emission treatment system was
5 designed to de-activate during real-world driving conditions; and that it could not achieve the
6 advertised towing power, performance, and/or fuel economy without cheating emission tests.
7 Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct,
8 and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants
9 not concealed the unauthorized emission control devices.

10 307. Plaintiff, Marc Hopton (for the purpose of this paragraph, "Plaintiff"), a citizen of
11 the State of Ohio, residing in the City of Vermillion, bought a 2016 Dodge Ram 1500 EcoDiesel®
12 (for the purpose of this paragraph, the "Subject Vehicle") on or about August 2, 2018 at Slimans
13 Sales & Service, an authorized FCA dealer in Amherst, Ohio. Plaintiff decided to buy the Subject
14 Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced
15 emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject
16 Vehicles were represented as environmentally friendly, having low emissions and good fuel
17 economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When
18 Plaintiff went to Slimans Sales & Service to purchase the Subject Vehicle, the sales associate
19 touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance.
20 These representations, along with the advertised fuel economy, were among the primary reasons
21 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
22 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
23 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with

1 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
2 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
3 would have paid less for it, had he/she known that it did not comply with emission standards; that
4 its emission treatment system was designed to de-activate during real-world driving conditions;
5 and that it could not achieve the advertised towing power, performance, and/or fuel economy
6 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
7 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
8 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

9 308. Plaintiff, Matt Buck (for the purpose of this paragraph, "Plaintiff"), a citizen of the
10 State of Illinois, residing in the City of Prophetstown, bought a 2015 Dodge Ram 1500 EcoDiesel®
11 (for the purpose of this paragraph, the "Subject Vehicle") on or about August 12, 2017 at Kunes
12 Country Chrysler Dodge Jeep Ram of Sterling, an authorized FCA dealer in Sterling, Illinois.
13 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
14 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
15 website, on which the Subject Vehicles were represented as environmentally friendly, having low
16 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
17 Subject Vehicles. When Plaintiff went to Kunes Country Chrysler Dodge Jeep Ram of Sterling to
18 purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel®
19 attributes, including its fuel economy and performance. These representations, along with the
20 advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At
21 the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised
22 only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was
23 Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized

1 emission control devices designed to cheat emission tests and to deceive consumers and regulators.
2 Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she
3 known that it did not comply with emission standards; that its emission treatment system was
4 designed to de-activate during real-world driving conditions; and that it could not achieve the
5 advertised towing power, performance, and/or fuel economy without cheating emission tests.
6 Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct,
7 and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants
8 not concealed the unauthorized emission control devices.

9 309. Plaintiff, Michael Boales (for the purpose of this paragraph, "Plaintiff"), a citizen
10 of the State of Arizona, residing in the City of Mesa, bought a 2015 Dodge Ram 1500 EcoDiesel®
11 (for the purpose of this paragraph, the "Subject Vehicle") on or about May 16, 2017 at Autonation
12 CDJR, an authorized FCA dealer in Phoenix, Arizona. Plaintiff decided to buy the Subject Vehicle
13 based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions
14 and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were
15 represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff
16 also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to
17 Autonation CDJR to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's
18 EcoDiesel® attributes, including its fuel economy and performance. These representations, along
19 with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject
20 Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as
21 advertised only by emitting NOx at levels that are greater than advertised and above legal limits.
22 Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and
23 unauthorized emission control devices designed to cheat emission tests and to deceive consumers

1 and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less
2 for it, had he/she known that it did not comply with emission standards; that its emission treatment
3 system was designed to de-activate during real-world driving conditions; and that it could not
4 achieve the advertised towing power, performance, and/or fuel economy without cheating
5 emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of
6 Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid
7 less for it, had Defendants not concealed the unauthorized emission control devices.

8 310. Plaintiff, Mike Morrison (for the purpose of this paragraph, "Plaintiff"), a citizen
9 of the State of Ohio, residing in the City of Willoughby, bought a 2015 Dodge Ram 1500
10 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about February 25,
11 2016, at Deacon's Chrysler Dodge Jeep Ram, an authorized FCA dealer in Mayfield, Ohio.
12 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
13 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
14 website, on which the Subject Vehicles were represented as environmentally friendly, having low
15 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
16 Subject Vehicles. When Plaintiff went to Deacon's Chrysler Dodge Jeep Ram to purchase the
17 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
18 its fuel economy and performance. These representations, along with the advertised fuel economy,
19 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
20 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
21 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
22 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
23 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have

1 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
2 comply with emission standards; that its emission treatment system was designed to de-activate
3 during real-world driving conditions; and that it could not achieve the advertised towing power,
4 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
5 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
6 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
7 unauthorized emission control devices.

8 311. Plaintiff, Michael Sherfey (for the purpose of this paragraph, "Plaintiff"), a citizen
9 of the State of Virginia, residing in the City of Luray, bought a 2014 Jeep Grand Cherokee
10 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about March 14, 2014,
11 at Dick Meyers Chrysler Jeep Dodge Ram, an authorized FCA dealer in Harrisonburg, Virginia.
12 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
13 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep
14 website, on which the Subject Vehicles were represented as environmentally friendly, having low
15 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
16 Subject Vehicles. When Plaintiff went to Dick Meyers Chrysler Jeep Dodge Ram to purchase the
17 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
18 its fuel economy and performance. These representations, along with the advertised fuel economy,
19 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
20 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
21 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
22 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
23 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have

1 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
2 comply with emission standards; that its emission treatment system was designed to de-activate
3 during real-world driving conditions; and that it could not achieve the advertised towing power,
4 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
5 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
6 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
7 unauthorized emission control devices.

8 312. Plaintiff, Nicky Herrington (for the purpose of this paragraph, "Plaintiff"), a citizen
9 of the State of Florida, residing in the City of Jacksonville, bought a 2016 Dodge Ram 1500
10 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about January 1, 2016,
11 at Jacksonville CDJR, an authorized FCA dealer in Jacksonville, Florida. Plaintiff decided to buy
12 the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
13 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
14 Subject Vehicles were represented as environmentally friendly, having low emissions and good
15 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
16 When Plaintiff went to Jacksonville CDJR to purchase the Subject Vehicle, the sales associate
17 touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance.
18 These representations, along with the advertised fuel economy, were among the primary reasons
19 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
20 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
21 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
22 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
23 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or

1 would have paid less for it, had he/she known that it did not comply with emission standards; that
2 its emission treatment system was designed to de-activate during real-world driving conditions;
3 and that it could not achieve the advertised towing power, performance, and/or fuel economy
4 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
5 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
6 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

7 313. Plaintiff, Norbert Kucharek (for the purpose of this paragraph, "Plaintiff"), a
8 citizen of the State of New York, residing in the City of Staten Island, bought a 2015 Jeep Grand
9 Cherokee EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June
10 1, 2017 at Island Chrysler Dodge Jeep Ram, an authorized FCA dealer in Staten Island, New York.
11 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
12 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep
13 website, on which the Subject Vehicles were represented as environmentally friendly, having low
14 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
15 Subject Vehicles. When Plaintiff went to Island Chrysler Dodge Jeep Ram to purchase the Subject
16 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
17 economy and performance. These representations, along with the advertised fuel economy, were
18 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
19 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
20 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
21 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
22 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
23 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with

1 emission standards; that its emission treatment system was designed to de-activate during real-
2 world driving conditions; and that it could not achieve the advertised towing power, performance,
3 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
4 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
5 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
6 control devices.

7 314. Plaintiff, Patti & Robert Fobia (for the purpose of this paragraph, "Plaintiff"),
8 citizens of the State of Pennsylvania, residing in the City of Spring City, leased a 2016 Dodge Ram
9 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 1,
10 2016, at Tri County CDJR, an authorized FCA dealer in Limerick, Pennsylvania. Plaintiff decided
11 to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel"
12 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on
13 which the Subject Vehicles were represented as environmentally friendly, having low emissions
14 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
15 Vehicles. When Plaintiff went to Tri County CDJR to lease the Subject Vehicle, the sales associate
16 touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance.
17 These representations, along with the advertised fuel economy, were among the primary reasons
18 Plaintiff chose the Subject Vehicle. At the time of lease, Plaintiff did not know that the Subject
19 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
20 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
21 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
22 deceive consumers and regulators. Plaintiff would not have leased the Subject Vehicle, or would
23 have paid less for it, had he/she known that it did not comply with emission standards; that its

1 emission treatment system was designed to de-activate during real-world driving conditions; and
2 that it could not achieve the advertised towing power, performance, and/or fuel economy without
3 cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of
4 Defendants' misconduct, and would not have leased the Subject Vehicle, or would have paid less
5 for it, had Defendants not concealed the unauthorized emission control devices.

6 315. Plaintiff, Peter Cacoperdo (for the purpose of this paragraph, "Plaintiff"), a citizen
7 of the State of Florida, residing in the City of Port Salerno, bought a 2016 Dodge Ram 1500
8 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about December 6,
9 2016, at Arrigo Dodge Chrysler Jeep Ram Fiat Ft. Pierce, an authorized FCA dealer in Fort Pierce,
10 Florida. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it
11 was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting
12 the Ram website, on which the Subject Vehicles were represented as environmentally friendly,
13 having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials
14 about the Subject Vehicles. When Plaintiff went to Arrigo Dodge Chrysler Jeep Ram Fiat Ft.
15 Pierce to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's
16 EcoDiesel® attributes, including its fuel economy and performance. These representations, along
17 with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject
18 Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as
19 advertised only by emitting NOx at levels that are greater than advertised and above legal limits.
20 Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and
21 unauthorized emission control devices designed to cheat emission tests and to deceive consumers
22 and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less
23 for it, had he/she known that it did not comply with emission standards; that its emission treatment

1 system was designed to de-activate during real-world driving conditions; and that it could not
2 achieve the advertised towing power, performance, and/or fuel economy without cheating
3 emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of
4 Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid
5 less for it, had Defendants not concealed the unauthorized emission control devices.

6 316. Plaintiff, Peter Cacoperdo (for the purpose of this paragraph, "Plaintiff"), a citizen
7 of the State of Florida, residing in the City of Port Salerno, bought a 2015 Dodge Ram 1500
8 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about April 13, 2017
9 at Smith Haven Chrysler Jeep Dodge Ram, an authorized FCA dealer in St. James, new York.
10 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
11 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
12 website, on which the Subject Vehicles were represented as environmentally friendly, having low
13 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
14 Subject Vehicles. When Plaintiff went to Smith Have Chrysler Jeep Dodge Ram to purchase the
15 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
16 its fuel economy and performance. These representations, along with the advertised fuel economy,
17 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
18 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
19 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
20 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
21 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
22 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
23 comply with emission standards; that its emission treatment system was designed to de-activate

1 during real-world driving conditions; and that it could not achieve the advertised towing power,
2 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
3 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
4 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
5 unauthorized emission control devices.

6 317. Plaintiff, Ray Falk (for the purpose of this paragraph, "Plaintiff"), a citizen of the
7 State of New York, residing in the City of Beaver Falls, bought a 2014 Dodge Ram 1500
8 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about September 1,
9 2015, at Gerald Nortz Inc., an authorized FCA dealer in Lowville, New York. Plaintiff decided to
10 buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle
11 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
12 Subject Vehicles were represented as environmentally friendly, having low emissions and good
13 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
14 When Plaintiff went to Gerald Nortz Inc. to purchase the Subject Vehicle, the sales associate touted
15 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
16 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
17 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
18 could perform as advertised only by emitting NOx at levels that are greater than advertised and
19 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
20 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
21 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
22 would have paid less for it, had he/she known that it did not comply with emission standards; that
23 its emission treatment system was designed to de-activate during real-world driving conditions;

1 and that it could not achieve the advertised towing power, performance, and/or fuel economy
2 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
3 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
4 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

5 318. Plaintiff, Robert Allen (for the purpose of this paragraph, "Plaintiff"), a citizen of
6 the State of Florida, residing in the City of Ocoee, bought a 2015 Dodge Ram 1500 EcoDiesel®
7 (for the purpose of this paragraph, the "Subject Vehicle") on or about December 15, 2015, at
8 Central Florida Chrysler Jeep Dodge Ram, an authorized FCA dealer in Orlando, Florida. Plaintiff
9 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
10 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
11 website, on which the Subject Vehicles were represented as environmentally friendly, having low
12 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
13 Subject Vehicles. When Plaintiff went to Central Florida Chrysler Jeep Dodge Ram to purchase
14 the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes,
15 including its fuel economy and performance. These representations, along with the advertised fuel
16 economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of
17 purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by
18 emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff
19 aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission
20 control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff
21 would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known
22 that it did not comply with emission standards; that its emission treatment system was designed to
23 de-activate during real-world driving conditions; and that it could not achieve the advertised

1 towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has
2 suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would
3 not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not
4 concealed the unauthorized emission control devices.

5 319. Plaintiff, Robert & Carol J. Anderson (for the purpose of this paragraph,
6 "Plaintiff"), a citizen of the State of Wisconsin, residing in the City of Mattoon, bought a 2014 Jeep
7 Grand Cherokee EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about
8 March 1, 2014, at Iverson Chrysler, an authorized FCA dealer in Mitchell, South Dakota. Plaintiff
9 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
10 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep
11 website, on which the Subject Vehicles were represented as environmentally friendly, having low
12 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
13 Subject Vehicles. When Plaintiff went to Iverson Chrysler to purchase the Subject Vehicle, the
14 sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
15 performance. These representations, along with the advertised fuel economy, were among the
16 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
17 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
18 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
19 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
20 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
21 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
22 standards; that its emission treatment system was designed to de-activate during real-world driving
23 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel

1 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
2 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
3 or would have paid less for it, had Defendants not concealed the unauthorized emission control
4 devices.

5 320. Plaintiff, Robert Peck (for the purpose of this paragraph, "Plaintiff"), a citizen of
6 the State of Nevada, residing in the City of Dayton, bought a 2016 Jeep Grand Cherokee
7 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about April 19, 2016,
8 at Lithia Chrysler Jeep of Reno, an authorized FCA dealer in Reno, Nevada. Plaintiff decided to
9 buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle
10 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the
11 Subject Vehicles were represented as environmentally friendly, having low emissions and good
12 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
13 When Plaintiff went to Lithia Chrysler Jeep of Reno to purchase the Subject Vehicle, the sales
14 associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
15 performance. These representations, along with the advertised fuel economy, were among the
16 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
17 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
18 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
19 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
20 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
21 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
22 standards; that its emission treatment system was designed to de-activate during real-world driving
23 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel

1 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
2 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
3 or would have paid less for it, had Defendants not concealed the unauthorized emission control
4 devices.

5 321. Plaintiff, Samuel D. Gross (for the purpose of this paragraph, "Plaintiff"), a citizen
6 of the State of Arizona, residing in the City of Mesa, bought a 2016 Dodge Ram 1500 EcoDiesel®
7 (for the purpose of this paragraph, the "Subject Vehicle") on or about September 1, 2016, at Heggs
8 Chrysler Dodge Ram, an authorized FCA dealer in Mesa, Arizona. Plaintiff decided to buy the
9 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
10 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
11 Subject Vehicles were represented as environmentally friendly, having low emissions and good
12 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
13 When Plaintiff went to Heggs Chrysler Dodge Ram to purchase the Subject Vehicle, the sales
14 associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
15 performance. These representations, along with the advertised fuel economy, were among the
16 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
17 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
18 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
19 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
20 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
21 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
22 standards; that its emission treatment system was designed to de-activate during real-world driving
23 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel

1 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
2 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
3 or would have paid less for it, had Defendants not concealed the unauthorized emission control
4 devices.

5 322. Plaintiff, Judy & Roland Simmons (for the purpose of this paragraph, "Plaintiff"),
6 citizens of the State of Florida, residing in the City of Milton bought a 2016 Dodge Ram 1500
7 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 1, 2016,
8 at Sandy Sansing Chrysler Dodge Jeep Ram, an authorized FCA dealer in Milton, Florida. Plaintiff
9 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
10 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
11 website, on which the Subject Vehicles were represented as environmentally friendly, having low
12 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
13 Subject Vehicles. When Plaintiff went to Sandy Sansing Chrysler Dodge Jeep Ram to purchase
14 the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes,
15 including its fuel economy and performance. These representations, along with the advertised fuel
16 economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of
17 purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by
18 emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff
19 aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission
20 control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff
21 would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known
22 that it did not comply with emission standards; that its emission treatment system was designed to
23 de-activate during real-world driving conditions; and that it could not achieve the advertised

1 towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has
2 suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would
3 not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not
4 concealed the unauthorized emission control devices.

5 323. Plaintiff, Stephen Cimilluca (for the purpose of this paragraph, "Plaintiff"), a
6 citizen of the State of New York, residing in the City of Syracuse, leased a 2016 Dodge Ram 1500
7 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about July 1, 2016, at
8 Nye Chrysler Dodge Jeep Ram, an authorized FCA dealer in Oneida, New York. Plaintiff decided
9 to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel"
10 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on
11 which the Subject Vehicles were represented as environmentally friendly, having low emissions
12 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
13 Vehicles. When Plaintiff went to Nye Chrysler Dodge Jeep Ram to lease the Subject Vehicle, the
14 sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
15 performance. These representations, along with the advertised fuel economy, were among the
16 primary reasons Plaintiff chose the Subject Vehicle. At the time of lease, Plaintiff did not know
17 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
18 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
19 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
20 tests and to deceive consumers and regulators. Plaintiff would not have leased the Subject Vehicle,
21 or would have paid less for it, had he/she known that it did not comply with emission standards;
22 that its emission treatment system was designed to de-activate during real-world driving
23 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel

1 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
2 proximate result of Defendants' misconduct, and would not have leased the Subject Vehicle, or
3 would have paid less for it, had Defendants not concealed the unauthorized emission control
4 devices.

5 324. Plaintiff, Terry Rosenberg (for the purpose of this paragraph, "Plaintiff"), a citizen
6 of the State of New York, residing in the City of Wyoming, bought a 2014 Dodge Ram 1500
7 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about March 1, 2016,
8 at McClurg Chrysler Dodge Jeep, an authorized FCA dealer in Perry, New York. Plaintiff decided
9 to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel"
10 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on
11 which the Subject Vehicles were represented as environmentally friendly, having low emissions
12 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
13 Vehicles. When Plaintiff went to McClurg Chrysler Dodge Jeep to purchase the Subject Vehicle,
14 the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy
15 and performance. These representations, along with the advertised fuel economy, were among the
16 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
17 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
18 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
19 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
20 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
21 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
22 standards; that its emission treatment system was designed to de-activate during real-world driving
23 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel

1 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
2 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
3 or would have paid less for it, had Defendants not concealed the unauthorized emission control
4 devices.

5 325. Plaintiff, Todd Bierk (for the purpose of this paragraph, "Plaintiff"), a citizen of
6 the State of Missouri, residing in the City of Perryville, bought a 2016 Dodge Ram 1500
7 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about July 1, 2016, at
8 Morlan Chrysler, an authorized FCA dealer in Cape Girardeau, Missouri. Plaintiff decided to buy
9 the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
10 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
11 Subject Vehicles were represented as environmentally friendly, having low emissions and good
12 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
13 When Plaintiff went to Morlan Chrysler to purchase the Subject Vehicle, the sales associate touted
14 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
15 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
16 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
17 could perform as advertised only by emitting NOx at levels that are greater than advertised and
18 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
19 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
20 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
21 would have paid less for it, had he/she known that it did not comply with emission standards; that
22 its emission treatment system was designed to de-activate during real-world driving conditions;
23 and that it could not achieve the advertised towing power, performance, and/or fuel economy

1 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
2 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
3 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

4 326. Plaintiff, Tony S. Conley (for the purpose of this paragraph, "Plaintiff"), a citizen
5 of the State of Kentucky, residing in the City of London, bought a 2014 Dodge Ram 1500
6 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about December 29,
7 2014, at Tim Short Chrysler of Middlesboro, an authorized FCA dealer in Middlesboro, Kentucky.
8 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
9 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
10 website, on which the Subject Vehicles were represented as environmentally friendly, having low
11 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
12 Subject Vehicles. When Plaintiff went to Tim Short Chrysler of Middlesboro to purchase the
13 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
14 its fuel economy and performance. These representations, along with the advertised fuel economy,
15 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
16 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
17 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
18 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
19 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
20 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
21 comply with emission standards; that its emission treatment system was designed to de-activate
22 during real-world driving conditions; and that it could not achieve the advertised towing power,
23 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a

1 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
2 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
3 unauthorized emission control devices.

4 327. Plaintiff, Donald Wacek (for the purpose of this paragraph, "Plaintiff"), a citizen
5 of the State of Oregon, residing in the City of Grants Pass, bought a 2015 Jeep Grand Cherokee
6 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about April 1, 2015,
7 at Lithia Chrysler Jeep Dodge of Grants Pass, an authorized FCA dealer in Grants Pass, Oregon.
8 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
9 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep
10 website, on which the Subject Vehicles were represented as environmentally friendly, having low
11 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
12 Subject Vehicles. When Plaintiff went to Lithia Chrysler Jeep Dodge of Grants Pass to purchase
13 the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes,
14 including its fuel economy and performance. These representations, along with the advertised fuel
15 economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of
16 purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by
17 emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff
18 aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission
19 control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff
20 would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known
21 that it did not comply with emission standards; that its emission treatment system was designed to
22 de-activate during real-world driving conditions; and that it could not achieve the advertised
23 towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has

1 suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would
2 not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not
3 concealed the unauthorized emission control devices.

4 328. Plaintiff, Marvin Rambel (for the purpose of this paragraph, "Plaintiff"), a citizen
5 of the State of Arizona, residing in the City of Tucson, bought a 2016 Dodge Ram 1500
6 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about October 1, 2016,
7 at Larry H. Miller Dodge Ram Tucson, an authorized FCA dealer in Tucson, Arizona. Plaintiff
8 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
9 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
10 website, on which the Subject Vehicles were represented as environmentally friendly, having low
11 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
12 Subject Vehicles. When Plaintiff went to Larry H. Miller Dodge Ram Tucson to purchase the
13 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
14 its fuel economy and performance. These representations, along with the advertised fuel economy,
15 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
16 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
17 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
18 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
19 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
20 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
21 comply with emission standards; that its emission treatment system was designed to de-activate
22 during real-world driving conditions; and that it could not achieve the advertised towing power,
23 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a

1 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
2 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
3 unauthorized emission control devices.

4 329. Plaintiff, Ernest Hodgdon (for the purpose of this paragraph, "Plaintiff"), a citizen
5 of the State of Florida, residing in the City of Lady Lake, bought a 2014 Dodge Ram 1500
6 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about January 1, 2015,
7 at Advantage Chrysler Dodge Jeep Ram, an authorized FCA dealer in Mt. Dora, Florida. Plaintiff
8 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
9 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
10 website, on which the Subject Vehicles were represented as environmentally friendly, having low
11 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
12 Subject Vehicles. When Plaintiff went to Advantage Chrysler Dodge Jeep Ram to purchase the
13 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
14 its fuel economy and performance. These representations, along with the advertised fuel economy,
15 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
16 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
17 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
18 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
19 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
20 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
21 comply with emission standards; that its emission treatment system was designed to de-activate
22 during real-world driving conditions; and that it could not achieve the advertised towing power,
23 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a

1 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
2 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
3 unauthorized emission control devices.

4 330. Plaintiff, Jeffrey Greenwood (for the purpose of this paragraph, "Plaintiff"), a
5 citizen of the State of Florida, residing in the City of Fort Myers, bought a 2015 Dodge Ram 1500
6 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about November 1,
7 2015, at Galeana Chrysler Dodge Jeep Ram, an authorized FCA dealer in Fort Myers, Florida.
8 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
9 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
10 website, on which the Subject Vehicles were represented as environmentally friendly, having low
11 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
12 Subject Vehicles. When Plaintiff went to Galeana Chrysler Dodge Jeep Ram to purchase the
13 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
14 its fuel economy and performance. These representations, along with the advertised fuel economy,
15 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
16 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
17 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
18 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
19 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
20 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
21 comply with emission standards; that its emission treatment system was designed to de-activate
22 during real-world driving conditions; and that it could not achieve the advertised towing power,
23 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a

1 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
2 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
3 unauthorized emission control devices.

4 331. Plaintiff, Jared Nagel (for the purpose of this paragraph, "Plaintiff"), a citizen of
5 the State of Wisconsin, residing in the City of Westby, bought a 2014 Dodge Ram 1500
6 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about September 17,
7 2016, at Stevens Point Chrysler Dodge Jeep Ram, an authorized FCA dealer in Stevens Point,
8 Wisconsin. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations
9 that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls
10 visiting the Ram website, on which the Subject Vehicles were represented as environmentally
11 friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television
12 commercials about the Subject Vehicles. When Plaintiff went to Stevens Point Chrysler Dodge
13 Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's
14 EcoDiesel® attributes, including its fuel economy and performance. These representations, along
15 with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject
16 Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as
17 advertised only by emitting NOx at levels that are greater than advertised and above legal limits.
18 Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and
19 unauthorized emission control devices designed to cheat emission tests and to deceive consumers
20 and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less
21 for it, had he/she known that it did not comply with emission standards; that its emission treatment
22 system was designed to de-activate during real-world driving conditions; and that it could not
23 achieve the advertised towing power, performance, and/or fuel economy without cheating

1 emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of
2 Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid
3 less for it, had Defendants not concealed the unauthorized emission control devices.

4 332. Plaintiff, Brandon Crookes (for the purpose of this paragraph, "Plaintiff"), a citizen
5 of the State of Florida, residing in the City of Fort Lauderdale, bought a 2014 Dodge Ram 1500
6 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about November 30,
7 2014, at Massey Yardley Jeep Chrysler Dodge Ram, an authorized FCA dealer in Plantation,
8 Florida. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it
9 was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting
10 the Ram website, on which the Subject Vehicles were represented as environmentally friendly,
11 having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials
12 about the Subject Vehicles. When Plaintiff went to Massey Yardley Jeep Chrysler Dodge Ram to
13 purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel®
14 attributes, including its fuel economy and performance. These representations, along with the
15 advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At
16 the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised
17 only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was
18 Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized
19 emission control devices designed to cheat emission tests and to deceive consumers and regulators.
20 Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she
21 known that it did not comply with emission standards; that its emission treatment system was
22 designed to de-activate during real-world driving conditions; and that it could not achieve the
23 advertised towing power, performance, and/or fuel economy without cheating emission tests.

1 Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct,
2 and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants
3 not concealed the unauthorized emission control devices.

4 333. Plaintiff, Robert Bell (for the purpose of this paragraph, "Plaintiff"), a citizen of
5 the State of Florida, residing in the City of Pensacola, bought a 2016 Dodge Ram 1500 EcoDiesel®
6 (for the purpose of this paragraph, the "Subject Vehicle") on or about September 1, 2016, at Hill-
7 Kelly Dodge, an authorized FCA dealer in Pensacola, Florida. Plaintiff decided to buy the Subject
8 Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced
9 emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject
10 Vehicles were represented as environmentally friendly, having low emissions and good fuel
11 economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When
12 Plaintiff went to Hill-Kelly Dodge to purchase the Subject Vehicle, the sales associate touted the
13 Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
14 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
15 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
16 could perform as advertised only by emitting NOx at levels that are greater than advertised and
17 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
18 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
19 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
20 would have paid less for it, had he/she known that it did not comply with emission standards; that
21 its emission treatment system was designed to de-activate during real-world driving conditions;
22 and that it could not achieve the advertised towing power, performance, and/or fuel economy
23 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate

1 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
2 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

3 334. Plaintiff, Kilo & Natalie Varble (for the purpose of this paragraph, "Plaintiff"),
4 citizens of the State of Idaho, residing in the City of Coeur D'Alene, bought a 2016 Dodge Ram
5 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about July 17,
6 2018 at Parker Toyota, an authorized FCA dealer in Coeur D'Alene, Idaho. Plaintiff decided to
7 buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle
8 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
9 Subject Vehicles were represented as environmentally friendly, having low emissions and good
10 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
11 When Plaintiff went to Parker Toyota to purchase the Subject Vehicle, the sales associate touted
12 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
13 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
14 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
15 could perform as advertised only by emitting NOx at levels that are greater than advertised and
16 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
17 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
18 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
19 would have paid less for it, had he/she known that it did not comply with emission standards; that
20 its emission treatment system was designed to de-activate during real-world driving conditions;
21 and that it could not achieve the advertised towing power, performance, and/or fuel economy
22 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
23 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would

1 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

2 335. Plaintiff, Steve Young d/b/a Wrecker One (for the purpose of this paragraph,
3 “Plaintiff”), doing business in the State of Ohio, residing in the City of Columbus, bought a 2015
4 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or
5 about November 25, 2014, at Tri-County Chrysler Dodge Jeep Ram, an authorized FCA dealer in
6 Heath, Ohio. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations
7 that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls
8 visiting the Ram website, on which the Subject Vehicles were represented as environmentally
9 friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television
10 commercials about the Subject Vehicles. When Plaintiff went to Tri-County Chrysler Dodge Jeep
11 Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel®
12 attributes, including its fuel economy and performance. These representations, along with the
13 advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At
14 the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised
15 only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was
16 Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized
17 emission control devices designed to cheat emission tests and to deceive consumers and regulators.
18 Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she
19 known that it did not comply with emission standards; that its emission treatment system was
20 designed to de-activate during real-world driving conditions; and that it could not achieve the
21 advertised towing power, performance, and/or fuel economy without cheating emission tests.
22 Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct,
23 and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants

1 not concealed the unauthorized emission control devices.

2 336. Plaintiff, Jeff & Terri Robinson (for the purpose of this paragraph, “Plaintiff”),
3 citizens of the State of Missouri, residing in the City of Doniphan, bought a 2015 Dodge Ram 1500
4 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about October 8, 2015,
5 at King Cotton Chrysler Dodge Jeep Ram, an authorized FCA dealer in Covington, Tennessee.
6 Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an
7 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
8 website, on which the Subject Vehicles were represented as environmentally friendly, having low
9 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
10 Subject Vehicles. When Plaintiff went to King Cotton Chrysler Dodge Jeep Ram to purchase the
11 Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including
12 its fuel economy and performance. These representations, along with the advertised fuel economy,
13 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
14 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
15 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
16 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
17 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
18 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
19 comply with emission standards; that its emission treatment system was designed to de-activate
20 during real-world driving conditions; and that it could not achieve the advertised towing power,
21 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
22 concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have
23 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the

1 unauthorized emission control devices.

2 337. Plaintiff, Patrick Hair & Angelica Eller (for the purpose of this paragraph,
3 “Plaintiff”), citizens of the State of South Carolina, residing in the City of Beaufort, bought a 2015
4 Jeep Grand Cherokee EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or
5 about May 23, 2018 at Butler Chrysler Dodge Jeep, an authorized FCA dealer in Beaufort, South
6 Carolina. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that
7 it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting
8 the Jeep website, on which the Subject Vehicles were represented as environmentally friendly,
9 having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials
10 about the Subject Vehicles. When Plaintiff went to Butler Chrysler Dodge Jeep to purchase the
11 Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including
12 its fuel economy and performance. These representations, along with the advertised fuel economy,
13 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
14 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
15 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
16 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
17 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
18 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
19 comply with emission standards; that its emission treatment system was designed to de-activate
20 during real-world driving conditions; and that it could not achieve the advertised towing power,
21 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
22 concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have
23 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the

1 unauthorized emission control devices.

2 338. Plaintiff, Harry Arthur Potter (for the purpose of this paragraph, “Plaintiff”), a
3 citizen of the State of North Carolina, residing in the City of Sunbury, bought a 2015 Dodge Ram
4 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about September
5 8, 2017 at Carolina Chrysler Dodge Jeep Ram, an authorized FCA dealer in Elizabeth City, North
6 Carolina. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that
7 it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting
8 the Ram website, on which the Subject Vehicles were represented as environmentally friendly,
9 having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials
10 about the Subject Vehicles. When Plaintiff went to Carolina Chrysler Dodge Jeep Ram to purchase
11 the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes,
12 including its fuel economy and performance. These representations, along with the advertised fuel
13 economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of
14 purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by
15 emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff
16 aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission
17 control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff
18 would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known
19 that it did not comply with emission standards; that its emission treatment system was designed to
20 de-activate during real-world driving conditions; and that it could not achieve the advertised
21 towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has
22 suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would
23 not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not

1 concealed the unauthorized emission control devices.

2 339. Plaintiff, Nathan Baisley (for the purpose of this paragraph, “Plaintiff”), a citizen
3 of the State of Florida, residing in the City of Okeechobee, bought a 2015 Dodge Ram 1500
4 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about April 1, 2015,
5 at Arrigo Dodge, an authorized FCA dealer in Fort Pierce, Florida. Plaintiff decided to buy the
6 Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e.,
7 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
8 Subject Vehicles were represented as environmentally friendly, having low emissions and good
9 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
10 When Plaintiff went to Arrigo Dodge to purchase the Subject Vehicle, the sales associate touted
11 the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These
12 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
13 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
14 could perform as advertised only by emitting NOx at levels that are greater than advertised and
15 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
16 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
17 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
18 would have paid less for it, had he/she known that it did not comply with emission standards; that
19 its emission treatment system was designed to de-activate during real-world driving conditions;
20 and that it could not achieve the advertised towing power, performance, and/or fuel economy
21 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
22 result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would
23 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

1 340. Plaintiff, Nick Butters (for the purpose of this paragraph, “Plaintiff”), a citizen of
2 the State of Utah, residing in the City of Salt Lake, bought a 2016 Dodge Ram 1500 EcoDiesel®
3 (for the purpose of this paragraph, the “Subject Vehicle”) on or about July 13, 2018 at Salt Lake
4 Valley Automotive, an authorized FCA dealer in South Salt Lake, Utah. Plaintiff decided to buy
5 the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e.,
6 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
7 Subject Vehicles were represented as environmentally friendly, having low emissions and good
8 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
9 When Plaintiff went to Salt Lake Valley Automotive to purchase the Subject Vehicle, the sales
10 associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and
11 performance. These representations, along with the advertised fuel economy, were among the
12 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
13 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
14 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
15 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
16 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
17 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
18 standards; that its emission treatment system was designed to de-activate during real-world driving
19 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
20 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
21 proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle,
22 or would have paid less for it, had Defendants not concealed the unauthorized emission control
23 devices.

1 341. Plaintiff, George S. Leblanc (for the purpose of this paragraph, “Plaintiff”), a
2 citizen of the State of Louisiana, residing in the City of Erath, bought a 2014 Jeep Grand Cherokee
3 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about November 26,
4 2013, at Acadiana Dodge Chrysler Jeep Ram Fiat, an authorized FCA dealer in Lafayette,
5 Louisiana. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that
6 it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting
7 the Jeep website, on which the Subject Vehicles were represented as environmentally friendly,
8 having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials
9 about the Subject Vehicles. When Plaintiff went to Acadiana Dodge Chrysler Jeep Ram Fiat to
10 purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel®
11 attributes, including its fuel economy and performance. These representations, along with the
12 advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At
13 the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised
14 only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was
15 Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized
16 emission control devices designed to cheat emission tests and to deceive consumers and regulators.
17 Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she
18 known that it did not comply with emission standards; that its emission treatment system was
19 designed to de-activate during real-world driving conditions; and that it could not achieve the
20 advertised towing power, performance, and/or fuel economy without cheating emission tests.
21 Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct,
22 and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants
23 not concealed the unauthorized emission control devices.

1 342. Plaintiff, Roy McKenney (for the purpose of this paragraph, “Plaintiff”), a citizen
2 of the State of Delaware, residing in the City of Milford, bought a 2014 Dodge Ram 1500
3 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about August 12,
4 2014, at Holden Dodge Chrysler Jeep Ram, an authorized FCA dealer in Dover, Delaware.
5 Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an
6 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
7 website, on which the Subject Vehicles were represented as environmentally friendly, having low
8 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
9 Subject Vehicles. When Plaintiff went to Holden Dodge Chrysler Jeep Ram to purchase the
10 Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including
11 its fuel economy and performance. These representations, along with the advertised fuel economy,
12 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
13 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
14 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
15 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
16 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
17 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
18 comply with emission standards; that its emission treatment system was designed to de-activate
19 during real-world driving conditions; and that it could not achieve the advertised towing power,
20 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
21 concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have
22 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
23 unauthorized emission control devices.

1 343. Plaintiff, Timothy Shanks (for the purpose of this paragraph, “Plaintiff”), a citizen
2 of the State of Iowa, residing in the City of Roland, bought a 2016 Dodge Ram 1500 EcoDiesel®
3 (for the purpose of this paragraph, the “Subject Vehicle”) on or about August 22, 2016, at Pat
4 Clemons Inc., an authorized FCA dealer in Boone, Iowa. Plaintiff decided to buy the Subject
5 Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced
6 emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject
7 Vehicles were represented as environmentally friendly, having low emissions and good fuel
8 economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When
9 Plaintiff went to Pat Clemons Inc. to purchase the Subject Vehicle, the sales associate touted the
10 Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These
11 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
12 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
13 could perform as advertised only by emitting NOx at levels that are greater than advertised and
14 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
15 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
16 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
17 would have paid less for it, had he/she known that it did not comply with emission standards; that
18 its emission treatment system was designed to de-activate during real-world driving conditions;
19 and that it could not achieve the advertised towing power, performance, and/or fuel economy
20 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
21 result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would
22 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

23 344. Plaintiff, Rick Bunch (for the purpose of this paragraph, “Plaintiff”), a citizen of

1 the State of Nevada, residing in the City of Las Vegas, bought a 2014 Dodge Ram 1500
2 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about August 1, 2015,
3 from a private owner in Nevada. Plaintiff decided to buy the Subject Vehicle based in part on
4 FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel
5 efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were
6 represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff
7 also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to the
8 private owner to purchase the Subject Vehicle, the private owner touted the Subject Vehicle’s
9 EcoDiesel® attributes, including its fuel economy and performance. These representations, along
10 with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject
11 Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as
12 advertised only by emitting NOx at levels that are greater than advertised and above legal limits.
13 Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and
14 unauthorized emission control devices designed to cheat emission tests and to deceive consumers
15 and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less
16 for it, had he/she known that it did not comply with emission standards; that its emission treatment
17 system was designed to de-activate during real-world driving conditions; and that it could not
18 achieve the advertised towing power, performance, and/or fuel economy without cheating
19 emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of
20 Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid
21 less for it, had Defendants not concealed the unauthorized emission control devices.

22 345. Plaintiff, Richard Rausch (for the purpose of this paragraph, “Plaintiff”), a citizen
23 of the State of Iowa, residing in the City of Waucoma, bought a 2015 Dodge Ram 1500

1 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about October 9, 2015,
2 at Birdnow Motor Trade Oelwein, an authorized FCA dealer in Oelwein, Iowa. Plaintiff decided
3 to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel”
4 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on
5 which the Subject Vehicles were represented as environmentally friendly, having low emissions
6 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
7 Vehicles. When Plaintiff went to Birdnow Motor Trade Oelwein to purchase the Subject Vehicle,
8 the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy
9 and performance. These representations, along with the advertised fuel economy, were among the
10 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
11 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
12 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
13 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
14 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
15 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
16 standards; that its emission treatment system was designed to de-activate during real-world driving
17 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
18 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
19 proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle,
20 or would have paid less for it, had Defendants not concealed the unauthorized emission control
21 devices.

22 346. Plaintiff, Alfred Herrera (for the purpose of this paragraph, “Plaintiff”), a citizen
23 of the State of Colorado, residing in the City of Fulton, bought a 2015 Dodge Ram 1500

1 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about February 15,
2 2015, at Larry H. Miller Chrysler Dodge Jeep Ram, an authorized FCA dealer in Denver, Colorado.
3 Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an
4 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
5 website, on which the Subject Vehicles were represented as environmentally friendly, having low
6 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
7 Subject Vehicles. When Plaintiff went to Larry H. Miller Chrysler Dodge Jeep Ram to purchase
8 the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes,
9 including its fuel economy and performance. These representations, along with the advertised fuel
10 economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of
11 purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by
12 emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff
13 aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission
14 control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff
15 would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known
16 that it did not comply with emission standards; that its emission treatment system was designed to
17 de-activate during real-world driving conditions; and that it could not achieve the advertised
18 towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has
19 suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would
20 not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not
21 concealed the unauthorized emission control devices.

22 347. Plaintiff, Nathan Dakota Hale (for the purpose of this paragraph, “Plaintiff”), a
23 citizen of the State of Tennessee, residing in the City of Crossville, bought a 2015 Dodge Ram

1 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about February
2 18, 2018 at Jason Lewis Chrysler Dodge Jeep Ram, an authorized FCA dealer in Sparta,
3 Tennessee. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations
4 that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls
5 visiting the Ram website, on which the Subject Vehicles were represented as environmentally
6 friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television
7 commercials about the Subject Vehicles. When Plaintiff went to Jason Lewis Chrysler Dodge Jeep
8 Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel®
9 attributes, including its fuel economy and performance. These representations, along with the
10 advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At
11 the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised
12 only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was
13 Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized
14 emission control devices designed to cheat emission tests and to deceive consumers and regulators.
15 Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she
16 known that it did not comply with emission standards; that its emission treatment system was
17 designed to de-activate during real-world driving conditions; and that it could not achieve the
18 advertised towing power, performance, and/or fuel economy without cheating emission tests.
19 Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct,
20 and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants
21 not concealed the unauthorized emission control devices.

22 348. Plaintiff, Troy Zapara_ (for the purpose of this paragraph, “Plaintiff”), a citizen of
23 the State of Arizona, residing in the City of Buckeye, bought a 2014 Dodge Ram 1500 EcoDiesel®

(for the purpose of this paragraph, the “Subject Vehicle”) on or about June 6, 2015, at Cutter Chrysler Jeep Dodge Of Honolulu, an authorized FCA dealer in Honolulu, Hawaii. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Cutter Chrysler Jeep Dodge of Honolulu to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

349. Plaintiff, Anthony Stockdale (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Pennsylvania, residing in the City of Waynesburg, bought a 2014 Dodge

1 Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about
2 October 30, 2014, at Ron Lewis Chrysler Dodge Jeep Ram Waynesburg, an authorized FCA dealer
3 in Waynesburg, Pennsylvania. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s
4 representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient).
5 Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as
6 environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls
7 seeing television commercials about the Subject Vehicles. When Plaintiff went to Ron Lewis
8 Chrysler Dodge Jeep Ram Waynesburg to purchase the Subject Vehicle, the sales associate touted
9 the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These
10 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
11 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
12 could perform as advertised only by emitting NOx at levels that are greater than advertised and
13 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
14 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
15 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
16 would have paid less for it, had he/she known that it did not comply with emission standards; that
17 its emission treatment system was designed to de-activate during real-world driving conditions;
18 and that it could not achieve the advertised towing power, performance, and/or fuel economy
19 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
20 result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would
21 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

22 350. Plaintiff, Cody Langlois (for the purpose of this paragraph, “Plaintiff”), a citizen
23 of the State of Connecticut, residing in the City of Eastford, bought a 2014 Dodge Ram 1500

1 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about January 1, 2017
2 at Bundy Motors, an authorized FCA dealer in Tolland, Connecticut. Plaintiff decided to buy the
3 Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e.,
4 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
5 Subject Vehicles were represented as environmentally friendly, having low emissions and good
6 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
7 When Plaintiff went to Bundy Motors to purchase the Subject Vehicle, the sales associate touted
8 the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These
9 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
10 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
11 could perform as advertised only by emitting NOx at levels that are greater than advertised and
12 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
13 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
14 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
15 would have paid less for it, had he/she known that it did not comply with emission standards; that
16 its emission treatment system was designed to de-activate during real-world driving conditions;
17 and that it could not achieve the advertised towing power, performance, and/or fuel economy
18 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
19 result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would
20 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

21 351. Plaintiff, Donald & Linda Lamson (for the purpose of this paragraph, “Plaintiff”),
22 citizens of the State of Washington, residing in the City of Oak Harbor, bought a 2016 Dodge Ram
23 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about February

1 5, 2016, at Oak Harbor Motors, an authorized FCA dealer in Oak Harbor, Washington. Plaintiff
2 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
3 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
4 website, on which the Subject Vehicles were represented as environmentally friendly, having low
5 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
6 Subject Vehicles. When Plaintiff went to Oak harbor Motors to purchase the Subject Vehicle, the
7 sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
8 performance. These representations, along with the advertised fuel economy, were among the
9 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
10 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
11 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
12 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
13 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
14 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
15 standards; that its emission treatment system was designed to de-activate during real-world driving
16 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
17 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
18 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
19 or would have paid less for it, had Defendants not concealed the unauthorized emission control
20 devices.

21 352. Plaintiff, Noel Vazquez (for the purpose of this paragraph, "Plaintiff"), a citizen of
22 the State of Colorado, residing in the City of Ault, bought a 2016 Dodge Ram 1500 EcoDiesel®
23 (for the purpose of this paragraph, the "Subject Vehicle") on or about December 22, 2017 at Larry

1 H. Miller Nissan, an authorized FCA dealer in Denver, Colorado. Plaintiff decided to buy the
2 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
3 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
4 Subject Vehicles were represented as environmentally friendly, having low emissions and good
5 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
6 When Plaintiff went to Larry H. Miller Nissan to purchase the Subject Vehicle, the sales associate
7 touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance.
8 These representations, along with the advertised fuel economy, were among the primary reasons
9 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
10 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
11 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
12 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
13 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
14 would have paid less for it, had he/she known that it did not comply with emission standards; that
15 its emission treatment system was designed to de-activate during real-world driving conditions;
16 and that it could not achieve the advertised towing power, performance, and/or fuel economy
17 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
18 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
19 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

20 353. Plaintiff, Russell Grief (for the purpose of this paragraph, "Plaintiff"), a citizen of
21 the State of Pennsylvania, residing in the City of Sidman, bought a 2015 Dodge Ram 1500
22 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about March 1, 2018
23 at Royers 322 Motors, an authorized FCA dealer in Dubois, Pennsylvania. Plaintiff decided to buy

1 the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
2 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
3 Subject Vehicles were represented as environmentally friendly, having low emissions and good
4 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
5 When Plaintiff went to Royers 322 Motors to purchase the Subject Vehicle, the sales associate
6 touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance.
7 These representations, along with the advertised fuel economy, were among the primary reasons
8 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
9 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
10 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
11 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
12 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
13 would have paid less for it, had he/she known that it did not comply with emission standards; that
14 its emission treatment system was designed to de-activate during real-world driving conditions;
15 and that it could not achieve the advertised towing power, performance, and/or fuel economy
16 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
17 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
18 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

19 354. Plaintiff, Blenda Bowman (for the purpose of this paragraph, "Plaintiff"), a citizen
20 of the State of Tennessee, residing in the City of Gallatin, bought a 2015 Dodge Ram 1500
21 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about November 1,
22 2017 at Chris Flatt (private owner), an authorized FCA dealer in Gallatin, Tennessee. Plaintiff
23 decided to buy the Subject Vehicle based in part on FCA's representations that it was an

1 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
2 website, on which the Subject Vehicles were represented as environmentally friendly, having low
3 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
4 Subject Vehicles. When Plaintiff went to Chris Flatt (private owner) to purchase the Subject
5 Vehicle, the seller touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy
6 and performance. These representations, along with the advertised fuel economy, were among the
7 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
8 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
9 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
10 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
11 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
12 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
13 standards; that its emission treatment system was designed to de-activate during real-world driving
14 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
15 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
16 proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle,
17 or would have paid less for it, had Defendants not concealed the unauthorized emission control
18 devices.

19 355. Plaintiff, James Johnson & Michael Bolton (for the purpose of this paragraph,
20 “Plaintiff”), citizens of the State of New York, residing in the City of Rome, bought a 2014 Dodge
21 Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about
22 August 29, 2016, at Sun Chevrolet, an authorized FCA dealer in Chittenango, New York. Plaintiff
23 decided to buy the Subject Vehicle based in part on FCA’s representations that it was an

1 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
2 website, on which the Subject Vehicles were represented as environmentally friendly, having low
3 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
4 Subject Vehicles. When Plaintiff went to Sun Chevrolet to purchase the Subject Vehicle, the sales
5 associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and
6 performance. These representations, along with the advertised fuel economy, were among the
7 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
8 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
9 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
10 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
11 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
12 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
13 standards; that its emission treatment system was designed to de-activate during real-world driving
14 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
15 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
16 proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle,
17 or would have paid less for it, had Defendants not concealed the unauthorized emission control
18 devices.

19 356. Plaintiff, Howard James Garel (for the purpose of this paragraph, “Plaintiff”), a
20 citizen of the State of Utah, residing in the City of Saint George, bought a 2014 Jeep Grand
21 Cherokee EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about
22 February 1, 2016, at O’Meara Ford Service, an authorized FCA dealer in Northglenn, Colorado.
23 Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an

1 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
2 website, on which the Subject Vehicles were represented as environmentally friendly, having low
3 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
4 Subject Vehicles. When Plaintiff went to O’Meara Ford Service to purchase the Subject Vehicle,
5 the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy
6 and performance. These representations, along with the advertised fuel economy, were among the
7 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
8 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
9 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
10 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
11 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
12 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
13 standards; that its emission treatment system was designed to de-activate during real-world driving
14 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
15 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
16 proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle,
17 or would have paid less for it, had Defendants not concealed the unauthorized emission control
18 devices.

19 357. Plaintiff, Jason VanLoo (for the purpose of this paragraph, “Plaintiff”), a citizen of
20 the State of Missouri, residing in the City of Jefferson City, bought a 2016 Dodge Ram 1500
21 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about April 15, 2016,
22 at Beck Motors, an authorized FCA dealer in Freeburg, Missouri. Plaintiff decided to buy the
23 Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e.,

1 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
2 Subject Vehicles were represented as environmentally friendly, having low emissions and good
3 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
4 When Plaintiff went to Beck Motors to purchase the Subject Vehicle, the sales associate touted the
5 Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
6 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
7 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
8 could perform as advertised only by emitting NOx at levels that are greater than advertised and
9 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
10 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
11 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
12 would have paid less for it, had he/she known that it did not comply with emission standards; that
13 its emission treatment system was designed to de-activate during real-world driving conditions;
14 and that it could not achieve the advertised towing power, performance, and/or fuel economy
15 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
16 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
17 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

18 358. Plaintiff, Gerald & Sharon Parker (for the purpose of this paragraph, "Plaintiff"),
19 citizens of the State of Florida, residing in the City of Grand Island, bought a 2015 Dodge Ram
20 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 15,
21 2015, at Advantage Dodge Jeep, an authorized FCA dealer in Mount Dora, Florida. Plaintiff
22 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
23 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram

1 website, on which the Subject Vehicles were represented as environmentally friendly, having low
2 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
3 Subject Vehicles. When Plaintiff went to Advantage Dodge Jeep to purchase the Subject Vehicle,
4 the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy
5 and performance. These representations, along with the advertised fuel economy, were among the
6 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
7 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
8 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
9 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
10 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
11 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
12 standards; that its emission treatment system was designed to de-activate during real-world driving
13 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
14 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
15 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
16 or would have paid less for it, had Defendants not concealed the unauthorized emission control
17 devices.

18 359. Plaintiff, Jimmy Steen (for the purpose of this paragraph, "Plaintiff"), a citizen of
19 the State of Florida, residing in the City of Dover, bought a 2016 Dodge Ram 1500 EcoDiesel®
20 (for the purpose of this paragraph, the "Subject Vehicle") on or about July 3, 2016, at Courtesy
21 Chrysler Jeep Dodge Ram Tampa, an authorized FCA dealer in Tampa, Florida. Plaintiff decided
22 to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel"
23 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on

1 which the Subject Vehicles were represented as environmentally friendly, having low emissions
2 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
3 Vehicles. When Plaintiff went to Courtesy Chrysler Jeep Dodge Ram Tampa to purchase the
4 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
5 its fuel economy and performance. These representations, along with the advertised fuel economy,
6 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
7 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
8 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
9 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
10 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
11 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
12 comply with emission standards; that its emission treatment system was designed to de-activate
13 during real-world driving conditions; and that it could not achieve the advertised towing power,
14 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
15 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
16 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
17 unauthorized emission control devices.

18 360. Plaintiff, Jason Reigelsperger (for the purpose of this paragraph, "Plaintiff"), a
19 citizen of the State of Ohio, residing in the City of Bellbrook, leased a 2016 Dodge Ram 1500
20 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about January 30,
21 2016, at Key Chrysler Jeep Dodge Ram – Tobey Auto Group, an authorized FCA dealer in Xenia,
22 Ohio. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it
23 was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting

1 the Ram website, on which the Subject Vehicles were represented as environmentally friendly,
2 having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials
3 about the Subject Vehicles. When Plaintiff went to Key Chrysler Jeep Dodge Ram – Tobey Auto
4 Group to lease the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel®
5 attributes, including its fuel economy and performance. These representations, along with the
6 advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At
7 the time of lease, Plaintiff did not know that the Subject Vehicle could perform as advertised only
8 by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff
9 aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission
10 control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff
11 would not have leased the Subject Vehicle, or would have paid less for it, had he/she known that
12 it did not comply with emission standards; that its emission treatment system was designed to de-
13 activate during real-world driving conditions; and that it could not achieve the advertised towing
14 power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
15 concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have
16 leased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
17 unauthorized emission control devices.

18 361. Plaintiff, Joey Lea & Mark McVane (for the purpose of this paragraph, “Plaintiff”),
19 a citizen of the State of Oregon, residing in the City of Adams, bought a 2016 Dodge Ram 1500
20 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about July 31, 2016,
21 at Dave Smith Chrysler Dodge Jeep Ram, an authorized FCA dealer in Kellogg, Idaho. Plaintiff
22 decided to buy the Subject Vehicle based in part on FCA’s representations that it was an
23 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram

1 website, on which the Subject Vehicles were represented as environmentally friendly, having low
2 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
3 Subject Vehicles. When Plaintiff went to Dave Smith Chrysler Dodge Jeep Ram to purchase the
4 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
5 its fuel economy and performance. These representations, along with the advertised fuel economy,
6 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
7 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
8 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
9 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
10 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
11 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
12 comply with emission standards; that its emission treatment system was designed to de-activate
13 during real-world driving conditions; and that it could not achieve the advertised towing power,
14 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
15 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
16 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
17 unauthorized emission control devices.

18 362. Plaintiff, Jason Mull (for the purpose of this paragraph, "Plaintiff"), a citizen of the
19 State of Colorado, residing in the City of Grand Junction, bought a 2015 Dodge Ram 1500
20 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about November 12,
21 2015, at Peterson Chevrolet Buck Cadillac Service, an authorized FCA dealer in Boise, Idaho.
22 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
23 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram

1 website, on which the Subject Vehicles were represented as environmentally friendly, having low
2 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
3 Subject Vehicles. When Plaintiff went to Peterson Chevrolet Buck Cadillac Service to purchase
4 the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes,
5 including its fuel economy and performance. These representations, along with the advertised fuel
6 economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of
7 purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by
8 emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff
9 aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission
10 control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff
11 would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known
12 that it did not comply with emission standards; that its emission treatment system was designed to
13 de-activate during real-world driving conditions; and that it could not achieve the advertised
14 towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has
15 suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would
16 not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not
17 concealed the unauthorized emission control devices.

18 363. Plaintiff, John A. Barone (for the purpose of this paragraph, "Plaintiff"), a citizen
19 of the State of New York, residing in the City of Patterson, bought a 2014 Dodge Ram 1500
20 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about March 1, 2014,
21 at Meadowland of Carmel, an authorized FCA dealer in Carmel Hamlet, New York. Plaintiff
22 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
23 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram

1 website, on which the Subject Vehicles were represented as environmentally friendly, having low
2 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
3 Subject Vehicles. When Plaintiff went to Meadowland of Carmel to purchase the Subject Vehicle,
4 the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy
5 and performance. These representations, along with the advertised fuel economy, were among the
6 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
7 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
8 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
9 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
10 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
11 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
12 standards; that its emission treatment system was designed to de-activate during real-world driving
13 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
14 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
15 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
16 or would have paid less for it, had Defendants not concealed the unauthorized emission control
17 devices.

18 364. Plaintiff, Steve Phillip & Pamela Fulford Krol (for the purpose of this paragraph,
19 "Plaintiff"), citizens of the State of North Carolina, residing in the City of Sneads Ferry, bought a
20 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on
21 or about January 1, 2018 at Neuwirth Chrysler Plymouth Dodge, an authorized FCA dealer in
22 Wilmington, North Carolina. Plaintiff decided to buy the Subject Vehicle based in part on FCA's
23 representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient).

1 Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as
2 environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls
3 seeing television commercials about the Subject Vehicles. When Plaintiff went to Neuwirth
4 Chrysler Plymouth Dodge to purchase the Subject Vehicle, the sales associate touted the Subject
5 Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
6 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
7 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
8 could perform as advertised only by emitting NOx at levels that are greater than advertised and
9 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
10 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
11 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
12 would have paid less for it, had he/she known that it did not comply with emission standards; that
13 its emission treatment system was designed to de-activate during real-world driving conditions;
14 and that it could not achieve the advertised towing power, performance, and/or fuel economy
15 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
16 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
17 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

18 365. Plaintiff, Jared Watson & Lisa Tadd (for the purpose of this paragraph, "Plaintiff"),
19 citizens of the State of Montana, residing in the City of Park City, bought a 2014 Dodge Ram 1500
20 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about March 28, 2017
21 at Rimrock, an authorized FCA dealer in Laurel, Montana. Plaintiff decided to buy the Subject
22 Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced
23 emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject

1 Vehicles were represented as environmentally friendly, having low emissions and good fuel
2 economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When
3 Plaintiff went to Rimrock Chevrolet to purchase the Subject Vehicle, the sales associate touted the
4 Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
5 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
6 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
7 could perform as advertised only by emitting NOx at levels that are greater than advertised and
8 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
9 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
10 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
11 would have paid less for it, had he/she known that it did not comply with emission standards; that
12 its emission treatment system was designed to de-activate during real-world driving conditions;
13 and that it could not achieve the advertised towing power, performance, and/or fuel economy
14 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
15 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
16 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

17 366. Plaintiff, Dean Beck (for the purpose of this paragraph, "Plaintiff"), a citizen of the
18 State of Nebraska, residing in the City of Scribner, bought a 2015 Dodge Ram 1500 EcoDiesel®
19 (for the purpose of this paragraph, the "Subject Vehicle") on or about December 1, 2015, at Gene
20 Steffy Chrysler Jeep Dodge, an authorized FCA dealer in Freemont, Nebraska. Plaintiff decided
21 to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel"
22 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on
23 which the Subject Vehicles were represented as environmentally friendly, having low emissions

1 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
2 Vehicles. When Plaintiff went to Gene Steffy Chrysler Jeep Dodge to purchase the Subject
3 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
4 economy and performance. These representations, along with the advertised fuel economy, were
5 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
6 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
7 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
8 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
9 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
10 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
11 emission standards; that its emission treatment system was designed to de-activate during real-
12 world driving conditions; and that it could not achieve the advertised towing power, performance,
13 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
14 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
15 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
16 control devices.

17 367. Plaintiff, Alex Lopez (for the purpose of this paragraph, "Plaintiff"), a citizen of
18 the State of Idaho, residing in the City of Boise, bought a 2015 Dodge Ram 1500 EcoDiesel® (for
19 the purpose of this paragraph, the "Subject Vehicle") on or about September 1, 2015, at Liberty
20 Chrysler Jeep Dodge, an authorized FCA dealer in Winnemucca, Nevada. Plaintiff decided to buy
21 the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
22 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
23 Subject Vehicles were represented as environmentally friendly, having low emissions and good

1 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
2 When Plaintiff went to Liberty Chrysler Jeep Dodge to purchase the Subject Vehicle, the sales
3 associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
4 performance. These representations, along with the advertised fuel economy, were among the
5 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
6 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
7 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
8 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
9 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
10 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
11 standards; that its emission treatment system was designed to de-activate during real-world driving
12 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
13 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
14 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
15 or would have paid less for it, had Defendants not concealed the unauthorized emission control
16 devices.

17 368. Plaintiff, Steven M. Pender (for the purpose of this paragraph, "Plaintiff"), a citizen
18 of the State of Florida, residing in the City of Clermont, bought a 2015 Dodge Ram 1500
19 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about May 16, 2015,
20 at Greenway Dodge Chrysler Jeep Ram Orlando, an authorized FCA dealer in Orlando, Florida.
21 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
22 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
23 website, on which the Subject Vehicles were represented as environmentally friendly, having low

1 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
2 Subject Vehicles. When Plaintiff went to Greenway Dodge Chrysler Jeep Ram Orlando to
3 purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel®
4 attributes, including its fuel economy and performance. These representations, along with the
5 advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At
6 the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised
7 only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was
8 Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized
9 emission control devices designed to cheat emission tests and to deceive consumers and regulators.
10 Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she
11 known that it did not comply with emission standards; that its emission treatment system was
12 designed to de-activate during real-world driving conditions; and that it could not achieve the
13 advertised towing power, performance, and/or fuel economy without cheating emission tests.
14 Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct,
15 and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants
16 not concealed the unauthorized emission control devices.

17 369. Plaintiff, John Meech (for the purpose of this paragraph, "Plaintiff"), a citizen of
18 the State of Louisiana, residing in the City of Saint Martinville, bought a 2014 Dodge Ram 1500
19 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 9, 2014,
20 at Acadiana Dodge, an authorized FCA dealer in Lafayette, Louisiana. Plaintiff decided to buy the
21 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
22 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
23 Subject Vehicles were represented as environmentally friendly, having low emissions and good

1 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
2 When Plaintiff went to Acadiana Dodge to purchase the Subject Vehicle, the sales associate touted
3 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
4 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
5 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
6 could perform as advertised only by emitting NOx at levels that are greater than advertised and
7 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
8 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
9 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
10 would have paid less for it, had he/she known that it did not comply with emission standards; that
11 its emission treatment system was designed to de-activate during real-world driving conditions;
12 and that it could not achieve the advertised towing power, performance, and/or fuel economy
13 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
14 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
15 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

16 370. Plaintiff Christopher & Jacob Brown (for the purpose of this paragraph,
17 "Plaintiff"), citizens of the State of Michigan, residing in the City of Pentwater, bought a 2016
18 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or
19 about August 25, 2015, at Shuman Chrysler Dodge Jeep Ram, an authorized FCA dealer in Walled
20 Lake, Michigan. Plaintiff decided to buy the Subject Vehicle based in part on FCA's
21 representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient).
22 Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as
23 environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls

1 seeing television commercials about the Subject Vehicles. When Plaintiff went to Shuman
2 Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject
3 Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
4 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
5 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
6 could perform as advertised only by emitting NOx at levels that are greater than advertised and
7 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
8 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
9 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
10 would have paid less for it, had he/she known that it did not comply with emission standards; that
11 its emission treatment system was designed to de-activate during real-world driving conditions;
12 and that it could not achieve the advertised towing power, performance, and/or fuel economy
13 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
14 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
15 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

16 371. Plaintiff, Al Schellinger (for the purpose of this paragraph, "Plaintiff"), a citizen of
17 the State of Wisconsin, residing in the City of Mayville, bought a 2015 Dodge Ram 1500
18 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about August 1, 2015,
19 at Chuck Van Horn, an authorized FCA dealer in Plymouth, Wisconsin. Plaintiff decided to buy
20 the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
21 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
22 Subject Vehicles were represented as environmentally friendly, having low emissions and good
23 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.

1 When Plaintiff went to Chuck Van Horn to purchase the Subject Vehicle, the sales associate touted
2 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
3 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
4 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
5 could perform as advertised only by emitting NOx at levels that are greater than advertised and
6 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
7 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
8 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
9 would have paid less for it, had he/she known that it did not comply with emission standards; that
10 its emission treatment system was designed to de-activate during real-world driving conditions;
11 and that it could not achieve the advertised towing power, performance, and/or fuel economy
12 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
13 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
14 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

15 372. Plaintiff, Jeffrey Weislocher (for the purpose of this paragraph, "Plaintiff"), a
16 citizen of the State of Missouri, residing in the City of Steedman, bought a 2014 Dodge Ram 1500
17 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about July 1, 2015, at
18 Callaway Chrysler Dodge Jeep Ram, an authorized FCA dealer in Fulton, Missouri. Plaintiff
19 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
20 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
21 website, on which the Subject Vehicles were represented as environmentally friendly, having low
22 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
23 Subject Vehicles. When Plaintiff went to Callaway Chrysler Jeep Ram to purchase the Subject

1 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
2 economy and performance. These representations, along with the advertised fuel economy, were
3 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
4 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
5 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
6 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
7 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
8 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
9 emission standards; that its emission treatment system was designed to de-activate during real-
10 world driving conditions; and that it could not achieve the advertised towing power, performance,
11 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
12 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
13 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
14 control devices.

15 373. Plaintiff, Jorge Villarreal (for the purpose of this paragraph, "Plaintiff"), a citizen
16 of the State of Colorado, residing in the City of Wheat Ridge, bought a 2014 Jeep Grand Cherokee
17 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about August 1, 2016,
18 at Mountain States Toyota, an authorized FCA dealer in Denver, Colorado. Plaintiff decided to
19 buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle
20 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the
21 Subject Vehicles were represented as environmentally friendly, having low emissions and good
22 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
23 When Plaintiff went to Mountain States Toyota to purchase the Subject Vehicle, the sales associate

1 touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance.
2 These representations, along with the advertised fuel economy, were among the primary reasons
3 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
4 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
5 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
6 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
7 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
8 would have paid less for it, had he/she known that it did not comply with emission standards; that
9 its emission treatment system was designed to de-activate during real-world driving conditions;
10 and that it could not achieve the advertised towing power, performance, and/or fuel economy
11 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
12 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
13 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

14 374. Plaintiff, Jorge Villarreal (for the purpose of this paragraph, "Plaintiff"), a citizen
15 of the State of Colorado, residing in the City of Wheat Ridge, bought a 2015 Dodge Ram 1500
16 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about May 11, 2017
17 at Mountain States Toyota, an authorized FCA dealer in Denver, Colorado. Plaintiff decided to
18 buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle
19 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
20 Subject Vehicles were represented as environmentally friendly, having low emissions and good
21 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
22 When Plaintiff went to Mountain States Toyota to purchase the Subject Vehicle, the sales associate
23 touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance.

1 These representations, along with the advertised fuel economy, were among the primary reasons
2 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
3 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
4 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
5 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
6 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
7 would have paid less for it, had he/she known that it did not comply with emission standards; that
8 its emission treatment system was designed to de-activate during real-world driving conditions;
9 and that it could not achieve the advertised towing power, performance, and/or fuel economy
10 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
11 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
12 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

13 375. Plaintiff, Angela Christensen (for the purpose of this paragraph, "Plaintiff"), a
14 citizen of the State of Alaska, residing in the City of Chugiak, bought a 2014 Dodge Ram 1500
15 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about September 1,
16 2016, from a Private Party, an authorized FCA dealer in Chugiak, Alaska. Plaintiff decided to buy
17 the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
18 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
19 Subject Vehicles were represented as environmentally friendly, having low emissions and good
20 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
21 When Plaintiff went to Private Party to purchase the Subject Vehicle, the private party touted the
22 Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
23 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff

1 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
2 could perform as advertised only by emitting NOx at levels that are greater than advertised and
3 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
4 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
5 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
6 would have paid less for it, had he/she known that it did not comply with emission standards; that
7 its emission treatment system was designed to de-activate during real-world driving conditions;
8 and that it could not achieve the advertised towing power, performance, and/or fuel economy
9 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
10 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
11 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

12 376. Plaintiff, Robert & Reena Carnes (for the purpose of this paragraph, "Plaintiff"),
13 citizens of the State of Washington, residing in the City of Puyallup, bought a 2016 Dodge Ram
14 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about April 15,
15 2018 at Northwest Motorsport, an authorized FCA dealer in Puyallup, Washington. Plaintiff
16 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
17 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
18 website, on which the Subject Vehicles were represented as environmentally friendly, having low
19 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
20 Subject Vehicles. When Plaintiff went to Northwest Motorsport to purchase the Subject Vehicle,
21 the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy
22 and performance. These representations, along with the advertised fuel economy, were among the
23 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know

1 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
2 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
3 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
4 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
5 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
6 standards; that its emission treatment system was designed to de-activate during real-world driving
7 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
8 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
9 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
10 or would have paid less for it, had Defendants not concealed the unauthorized emission control
11 devices.

12 377. Plaintiff, Sarah Miller (for the purpose of this paragraph, "Plaintiff"), a citizen of
13 the State of Pennsylvania, residing in the City of York, bought a 2016 Dodge Ram 1500
14 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about December 21,
15 2015, at Stettler Dodge Chrysler Jeep Ram, an authorized FCA dealer in York, Pennsylvania.
16 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
17 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
18 website, on which the Subject Vehicles were represented as environmentally friendly, having low
19 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
20 Subject Vehicles. When Plaintiff went to Stetler Dodge Chrysler Jeep Ram to purchase the Subject
21 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
22 economy and performance. These representations, along with the advertised fuel economy, were
23 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff

1 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
2 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
3 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
4 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
5 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
6 emission standards; that its emission treatment system was designed to de-activate during real-
7 world driving conditions; and that it could not achieve the advertised towing power, performance,
8 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
9 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
10 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
11 control devices.

12 378. Plaintiff, Robert Wasilchuk (for the purpose of this paragraph, "Plaintiff"), a
13 citizen of the State of Nevada, residing in the City of Gardnerville, bought a 2015 Dodge Ram
14 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about May 20,
15 2015, at Carson City Dodge, an authorized FCA dealer in Carson City, Nevada. Plaintiff decided
16 to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel"
17 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on
18 which the Subject Vehicles were represented as environmentally friendly, having low emissions
19 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
20 Vehicles. When Plaintiff went to Carson City Dodge to purchase the Subject Vehicle, the sales
21 associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
22 performance. These representations, along with the advertised fuel economy, were among the
23 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know

1 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
2 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
3 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
4 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
5 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
6 standards; that its emission treatment system was designed to de-activate during real-world driving
7 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
8 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
9 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
10 or would have paid less for it, had Defendants not concealed the unauthorized emission control
11 devices.

12 379. Plaintiff, Janelle & Bryan Wiggins (for the purpose of this paragraph, "Plaintiff"),
13 citizens of the State of Florida, residing in the City of Jacksonville, bought a 2014 Jeep Grand
14 Cherokee EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about July
15 14, 2014, at Darcars Jacksonville, an authorized FCA dealer in Jacksonville, Florida. Plaintiff
16 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
17 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep
18 website, on which the Subject Vehicles were represented as environmentally friendly, having low
19 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
20 Subject Vehicles. When Plaintiff went to Darcars Jacksonville to purchase the Subject Vehicle,
21 the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy
22 and performance. These representations, along with the advertised fuel economy, were among the
23 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know

1 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
2 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
3 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
4 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
5 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
6 standards; that its emission treatment system was designed to de-activate during real-world driving
7 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
8 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
9 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
10 or would have paid less for it, had Defendants not concealed the unauthorized emission control
11 devices.

12 380. Plaintiff, Benjamin D. Crifasi, Jr. (for the purpose of this paragraph, "Plaintiff"), a
13 citizen of the State of Louisiana, residing in the City of East Baton Rouge, bought a 2016 Dodge
14 Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about
15 September 17, 2016, at Ralph Sellers Chrysler Dodge Jeep Ram, an authorized FCA dealer in
16 Gonzales, Louisiana. Plaintiff decided to buy the Subject Vehicle based in part on FCA's
17 representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient).
18 Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as
19 environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls
20 seeing television commercials about the Subject Vehicles. When Plaintiff went to Ralph Sellers
21 Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject
22 Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
23 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff

1 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
2 could perform as advertised only by emitting NOx at levels that are greater than advertised and
3 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
4 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
5 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
6 would have paid less for it, had he/she known that it did not comply with emission standards; that
7 its emission treatment system was designed to de-activate during real-world driving conditions;
8 and that it could not achieve the advertised towing power, performance, and/or fuel economy
9 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
10 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
11 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

12 381. Plaintiff, Ray Reynolds (for the purpose of this paragraph, "Plaintiff"), a citizen of
13 the State of North Carolina, residing in the City of Collinsville, bought a 2015 Dodge Ram 1500
14 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about September 1,
15 2015, at Kernersville Chrysler Dodge Jeep Ram, an authorized FCA dealer in Kernersville, North
16 Carolina. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that
17 it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting
18 the Ram website, on which the Subject Vehicles were represented as environmentally friendly,
19 having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials
20 about the Subject Vehicles. When Plaintiff went to Kernersville Chrysler Dodge Jeep Ram to
21 purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel®
22 attributes, including its fuel economy and performance. These representations, along with the
23 advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At

1 the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised
2 only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was
3 Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized
4 emission control devices designed to cheat emission tests and to deceive consumers and regulators.
5 Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she
6 known that it did not comply with emission standards; that its emission treatment system was
7 designed to de-activate during real-world driving conditions; and that it could not achieve the
8 advertised towing power, performance, and/or fuel economy without cheating emission tests.
9 Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct,
10 and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants
11 not concealed the unauthorized emission control devices.

12 382. Plaintiff, Allen Keith Peacock (for the purpose of this paragraph, "Plaintiff"), a
13 citizen of the State of Florida, residing in the City of Auburndale, leased a 2016 Dodge Ram 1500
14 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about October 8, 2018
15 at Dodge Chrysler Jeep of Winter Haven, an authorized FCA dealer in Winter Haven, Florida.
16 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
17 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
18 website, on which the Subject Vehicles were represented as environmentally friendly, having low
19 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
20 Subject Vehicles. When Plaintiff went to Dodge Chrysler Jeep of Winter Haven to purchase the
21 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
22 its fuel economy and performance. These representations, along with the advertised fuel economy,
23 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of lease, Plaintiff

1 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
2 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
3 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
4 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have leased the
5 Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
6 emission standards; that its emission treatment system was designed to de-activate during real-
7 world driving conditions; and that it could not achieve the advertised towing power, performance,
8 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
9 direct and proximate result of Defendants' misconduct, and would not have leased the Subject
10 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
11 control devices.

12 383. Plaintiff, Clinton T. McKinney (for the purpose of this paragraph, "Plaintiff"), a
13 citizen of the State of North Dakota, residing in the City of Burlington, bought a 2014 Dodge Ram
14 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about April 11,
15 2018 at Minot Automotive Center, an authorized FCA dealer in Minot, North Dakota. Plaintiff
16 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
17 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
18 website, on which the Subject Vehicles were represented as environmentally friendly, having low
19 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
20 Subject Vehicles. When Plaintiff went to Minot Automotive Center to purchase the Subject
21 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
22 economy and performance. These representations, along with the advertised fuel economy, were
23 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff

1 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
2 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
3 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
4 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
5 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
6 emission standards; that its emission treatment system was designed to de-activate during real-
7 world driving conditions; and that it could not achieve the advertised towing power, performance,
8 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
9 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
10 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
11 control devices.

12 384. Plaintiff, Gregory Anthony (for the purpose of this paragraph, "Plaintiff"), a citizen
13 of the State of Pennsylvania, residing in the City of Franksville, bought a 2016 Jeep Grand
14 Cherokee EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about July
15 29, 2016, at Bob Weaver Dodge, an authorized FCA dealer in Pottsville, Pennsylvania. Plaintiff
16 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
17 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep
18 website, on which the Subject Vehicles were represented as environmentally friendly, having low
19 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
20 Subject Vehicles. When Plaintiff went to Bob Weaver Dodge to purchase the Subject Vehicle, the
21 sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
22 performance. These representations, along with the advertised fuel economy, were among the
23 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know

1 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
2 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
3 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
4 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
5 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
6 standards; that its emission treatment system was designed to de-activate during real-world driving
7 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
8 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
9 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
10 or would have paid less for it, had Defendants not concealed the unauthorized emission control
11 devices.

12 385. Plaintiff, Patrick Diggin (for the purpose of this paragraph, "Plaintiff"), a citizen of
13 the State of South Carolina, residing in the City of Aiken, bought a 2015 Dodge Ram 1500
14 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about April 1, 2014,
15 at Bob Richards Chrysler Dodge Jeep Ram, an authorized FCA dealer in Graniteville, North
16 Carolina. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that
17 it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting
18 the Ram website, on which the Subject Vehicles were represented as environmentally friendly,
19 having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials
20 about the Subject Vehicles. When Plaintiff went to Bob Richards Chrysler Dodge Jeep Ram to
21 purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel®
22 attributes, including its fuel economy and performance. These representations, along with the
23 advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At

1 the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised
2 only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was
3 Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized
4 emission control devices designed to cheat emission tests and to deceive consumers and regulators.
5 Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she
6 known that it did not comply with emission standards; that its emission treatment system was
7 designed to de-activate during real-world driving conditions; and that it could not achieve the
8 advertised towing power, performance, and/or fuel economy without cheating emission tests.
9 Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct,
10 and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants
11 not concealed the unauthorized emission control devices.

12 386. Plaintiff, Scott Jones (for the purpose of this paragraph, "Plaintiff"), a citizen of the
13 State of South Dakota, residing in the City of Custer, bought a 2016 Dodge Ram 1500 EcoDiesel®
14 (for the purpose of this paragraph, the "Subject Vehicle") on or about May 6, 2016, at Dave Smith
15 Motors, an authorized FCA dealer in Kellogg, Idaho. Plaintiff decided to buy the Subject Vehicle
16 based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions
17 and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were
18 represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff
19 also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to
20 Dave Smith Motors to purchase the Subject Vehicle, the sales associate touted the Subject
21 Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
22 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
23 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle

1 could perform as advertised only by emitting NOx at levels that are greater than advertised and
2 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
3 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
4 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
5 would have paid less for it, had he/she known that it did not comply with emission standards; that
6 its emission treatment system was designed to de-activate during real-world driving conditions;
7 and that it could not achieve the advertised towing power, performance, and/or fuel economy
8 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
9 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
10 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

11 387. Plaintiff, Elizabeth & Bryce Godwin (for the purpose of this paragraph,
12 "Plaintiff"), citizens of the State of Louisiana, residing in the City of Broussard, leased a 2016
13 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or
14 about April 13, 2016, at Acadiana Dodge Chrysler Jeep Ram, an authorized FCA dealer in
15 Lafayette, Louisiana. Plaintiff decided to buy the Subject Vehicle based in part on FCA's
16 representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient).
17 Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as
18 environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls
19 seeing television commercials about the Subject Vehicles. When Plaintiff went to Acadiana Dodge
20 Chrysler Jeep Ram to lease the Subject Vehicle, the sales associate touted the Subject Vehicle's
21 EcoDiesel® attributes, including its fuel economy and performance. These representations, along
22 with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject
23 Vehicle. At the time of lease, Plaintiff did not know that the Subject Vehicle could perform as

1 advertised only by emitting NOx at levels that are greater than advertised and above legal limits.
2 Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and
3 unauthorized emission control devices designed to cheat emission tests and to deceive consumers
4 and regulators. Plaintiff would not have leased the Subject Vehicle, or would have paid less for it,
5 had he/she known that it did not comply with emission standards; that its emission treatment
6 system was designed to de-activate during real-world driving conditions; and that it could not
7 achieve the advertised towing power, performance, and/or fuel economy without cheating
8 emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of
9 Defendants' misconduct, and would not have leased the Subject Vehicle, or would have paid less
10 for it, had Defendants not concealed the unauthorized emission control devices.

11 388. Plaintiff, Larry & Daina Wilhelm (for the purpose of this paragraph, "Plaintiff"),
12 citizens of the State of Arizona, residing in the City of Quitman, bought a 2015 Dodge Ram 1500
13 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about July 14, 2015,
14 at Liberty Chrysler Jeep Dodge Ram, an authorized FCA dealer in Conway, Arizona. Plaintiff
15 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
16 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
17 website, on which the Subject Vehicles were represented as environmentally friendly, having low
18 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
19 Subject Vehicles. When Plaintiff went to Liberty Chrysler Jeep Dodge Ram to purchase the
20 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
21 its fuel economy and performance. These representations, along with the advertised fuel economy,
22 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
23 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx

1 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
2 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
3 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
4 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
5 comply with emission standards; that its emission treatment system was designed to de-activate
6 during real-world driving conditions; and that it could not achieve the advertised towing power,
7 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
8 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
9 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
10 unauthorized emission control devices.

11 389. Plaintiff, Harlan Latusek (for the purpose of this paragraph, "Plaintiff"), a citizen
12 of the State of Minnesota, residing in the City of Wells, bought a 2014 Dodge Ram 1500
13 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about April 30, 2014,
14 at Lager's Chrysler World – Chrysler Jeep Dodge Ram, an authorized FCA dealer in Mankato,
15 Minnesota. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations
16 that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls
17 visiting the Ram website, on which the Subject Vehicles were represented as environmentally
18 friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television
19 commercials about the Subject Vehicles. When Plaintiff went to Lager's Chrysler World –
20 Chrysler Jeep Dodge Ram to purchase the Subject Vehicle, the sales associate touted the Subject
21 Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
22 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
23 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle

1 could perform as advertised only by emitting NOx at levels that are greater than advertised and
2 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
3 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
4 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
5 would have paid less for it, had he/she known that it did not comply with emission standards; that
6 its emission treatment system was designed to de-activate during real-world driving conditions;
7 and that it could not achieve the advertised towing power, performance, and/or fuel economy
8 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
9 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
10 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

11 390. Plaintiff, Harlan Latusek (for the purpose of this paragraph, "Plaintiff"), a citizen
12 of the State of Minnesota, residing in the City of Wells, bought a 2016 Dodge Ram 1500
13 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about February 3,
14 2016, at Lager's Chrysler World – Chrysler Jeep Dodge Ram, an authorized FCA dealer in
15 Mankato, Minnesota. Plaintiff decided to buy the Subject Vehicle based in part on FCA's
16 representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient).
17 Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as
18 environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls
19 seeing television commercials about the Subject Vehicles. When Plaintiff went to Lager's
20 Chrysler World – Chrysler Jeep Dodge Ram to purchase the Subject Vehicle, the sales associate
21 touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance.
22 These representations, along with the advertised fuel economy, were among the primary reasons
23 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject

1 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
2 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
3 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
4 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
5 would have paid less for it, had he/she known that it did not comply with emission standards; that
6 its emission treatment system was designed to de-activate during real-world driving conditions;
7 and that it could not achieve the advertised towing power, performance, and/or fuel economy
8 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
9 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
10 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

11 391. Plaintiff, Joe Castro (for the purpose of this paragraph, "Plaintiff"), a citizen of the
12 State of Colorado, residing in the City of Boulder, bought a 2015 Dodge Ram 1500 EcoDiesel®
13 (for the purpose of this paragraph, the "Subject Vehicle") on or about May 28, 2015, at Boulder
14 Chrysler Dodge Ram, an authorized FCA dealer in Boulder, Colorado. Plaintiff decided to buy the
15 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
16 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
17 Subject Vehicles were represented as environmentally friendly, having low emissions and good
18 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
19 When Plaintiff went to Boulder Chrysler Dodge Ram to purchase the Subject Vehicle, the sales
20 associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
21 performance. These representations, along with the advertised fuel economy, were among the
22 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
23 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater

1 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
2 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
3 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
4 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
5 standards; that its emission treatment system was designed to de-activate during real-world driving
6 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
7 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
8 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
9 or would have paid less for it, had Defendants not concealed the unauthorized emission control
10 devices.

11 392. Plaintiff Ken Kroschel (for the purpose of this paragraph, "Plaintiff"), a citizen of
12 the State of Colorado, residing in the City of Longmont, bought a 2015 Dodge Ram 1500
13 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about December 6,
14 2016, at Prestige Chrysler Dodge Jeep Ram, an authorized FCA dealer in Longmont, Colorado.
15 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
16 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
17 website, on which the Subject Vehicles were represented as environmentally friendly, having low
18 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
19 Subject Vehicles. When Plaintiff went to Prestige Chrysler Dodge Jeep Ram to purchase the
20 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
21 its fuel economy and performance. These representations, along with the advertised fuel economy,
22 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
23 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx

1 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
2 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
3 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
4 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
5 comply with emission standards; that its emission treatment system was designed to de-activate
6 during real-world driving conditions; and that it could not achieve the advertised towing power,
7 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
8 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
9 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
10 unauthorized emission control devices.

11 393. Plaintiff, Robert W. Ford (for the purpose of this paragraph, "Plaintiff"), a citizen
12 of the State of Connecticut, residing in the City of Mansfield Center, bought a 2015 Dodge Ram
13 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about April 15,
14 2016, at Gengras Chrysler Dodge Jeep Ram, an authorized FCA dealer in Hartford, Connecticut.
15 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
16 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
17 website, on which the Subject Vehicles were represented as environmentally friendly, having low
18 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
19 Subject Vehicles. When Plaintiff went to Gengras Chrysler Dodge Jeep Ram to purchase the
20 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
21 its fuel economy and performance. These representations, along with the advertised fuel economy,
22 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
23 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx

1 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
2 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
3 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
4 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
5 comply with emission standards; that its emission treatment system was designed to de-activate
6 during real-world driving conditions; and that it could not achieve the advertised towing power,
7 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
8 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
9 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
10 unauthorized emission control devices.

11 394. Plaintiff, Thomas Goodyke & Julie Bowers Goodyke (for the purpose of this
12 paragraph, "Plaintiff"), citizens of the State of Michigan, residing in the City of Grand Rapids,
13 bought a 2014 Jeep Grand Cherokee EcoDiesel® (for the purpose of this paragraph, the "Subject
14 Vehicle") on or about December 28, 2016, at Henkel Chrysler Jeep Dodge, an authorized FCA
15 dealer in Springfield, Michigan. Plaintiff decided to buy the Subject Vehicle based in part on
16 FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel
17 efficient). Plaintiff recalls visiting the Jeep website, on which the Subject Vehicles were
18 represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff
19 also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to
20 Henkel Chrysler Jeep Dodge to purchase the Subject Vehicle, the sales associate touted the Subject
21 Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
22 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
23 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle

1 could perform as advertised only by emitting NOx at levels that are greater than advertised and
2 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
3 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
4 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
5 would have paid less for it, had he/she known that it did not comply with emission standards; that
6 its emission treatment system was designed to de-activate during real-world driving conditions;
7 and that it could not achieve the advertised towing power, performance, and/or fuel economy
8 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
9 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
10 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

11 395. Plaintiff, Rick Nash (for the purpose of this paragraph, "Plaintiff"), a citizen of the
12 State of Washington, residing in the City of Monitor, bought a 2016 Dodge Ram 1500 EcoDiesel®
13 (for the purpose of this paragraph, the "Subject Vehicle") on or about August 13, 2016, at Dave
14 Smith Motors, an authorized FCA dealer in Kellogg, Idaho. Plaintiff decided to buy the Subject
15 Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced
16 emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject
17 Vehicles were represented as environmentally friendly, having low emissions and good fuel
18 economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When
19 Plaintiff went to Dave Smith Motors to purchase the Subject Vehicle, the sales associate touted the
20 Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
21 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
22 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
23 could perform as advertised only by emitting NOx at levels that are greater than advertised and

1 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
2 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
3 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
4 would have paid less for it, had he/she known that it did not comply with emission standards; that
5 its emission treatment system was designed to de-activate during real-world driving conditions;
6 and that it could not achieve the advertised towing power, performance, and/or fuel economy
7 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
8 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
9 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

10 396. Plaintiff, Heather & Lewis Cleaver (for the purpose of this paragraph, "Plaintiff"),
11 citizens of the State of Kentucky, residing in the City of Owenton, bought a 2014 Dodge Ram
12 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about August 1,
13 2014, at Marshall Chrysler Dodge Jeep Ram, an authorized FCA dealer in Crittenden, Kentucky.
14 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
15 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
16 website, on which the Subject Vehicles were represented as environmentally friendly, having low
17 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
18 Subject Vehicles. When Plaintiff went to Marshall Chrysler Dodge Jeep Ram to purchase the
19 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
20 its fuel economy and performance. These representations, along with the advertised fuel economy,
21 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
22 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
23 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her

1 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
2 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
3 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
4 comply with emission standards; that its emission treatment system was designed to de-activate
5 during real-world driving conditions; and that it could not achieve the advertised towing power,
6 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
7 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
8 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
9 unauthorized emission control devices.

10 397. Plaintiff, Sergey Oleynik (for the purpose of this paragraph, "Plaintiff"), a citizen
11 of the State of Washington, residing in the City of Pasco, bought a 2016 Dodge Ram 1500
12 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about July 3, 2016, at
13 Dishman Dodge Ram Chrysler Jeep, an authorized FCA dealer in Spokane Valley, Washington.
14 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
15 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
16 website, on which the Subject Vehicles were represented as environmentally friendly, having low
17 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
18 Subject Vehicles. When Plaintiff went to Dishman Dodge Ram Chrysler Jeep to purchase the
19 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
20 its fuel economy and performance. These representations, along with the advertised fuel economy,
21 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
22 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
23 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her

1 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
2 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
3 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
4 comply with emission standards; that its emission treatment system was designed to de-activate
5 during real-world driving conditions; and that it could not achieve the advertised towing power,
6 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
7 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
8 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
9 unauthorized emission control devices.

10 398. Plaintiff, Emile J. LaPointe (for the purpose of this paragraph, "Plaintiff"), a citizen
11 of the State of Louisiana, residing in the City of Belle Chasse, bought a 2016 Dodge Ram 1500
12 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about October 1, 2016,
13 at Southland Dodge Chrysler Jeep Ram Fiat, an authorized FCA dealer in Houma, Louisiana.
14 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
15 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
16 website, on which the Subject Vehicles were represented as environmentally friendly, having low
17 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
18 Subject Vehicles. When Plaintiff went to Southland Dodge Chrysler Jeep Ram Fiat to purchase
19 the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes,
20 including its fuel economy and performance. These representations, along with the advertised fuel
21 economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of
22 purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by
23 emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff

1 aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission
2 control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff
3 would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known
4 that it did not comply with emission standards; that its emission treatment system was designed to
5 de-activate during real-world driving conditions; and that it could not achieve the advertised
6 towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has
7 suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would
8 not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not
9 concealed the unauthorized emission control devices.

10 399. Plaintiff, Brad & Kelli Erickson (for the purpose of this paragraph, "Plaintiff"),
11 citizens of the State of Washington, residing in the City of South Bend, bought a 2016 Dodge Ram
12 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about August
13 28, 2017 at Dick's Country Chrysler Jeep Dodge, an authorized FCA dealer in Hillsboro, Oregon.
14 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
15 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
16 website, on which the Subject Vehicles were represented as environmentally friendly, having low
17 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
18 Subject Vehicles. When Plaintiff went to Dick's Country Chrysler Jeep Dodge to purchase the
19 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
20 its fuel economy and performance. These representations, along with the advertised fuel economy,
21 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
22 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
23 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her

1 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
2 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
3 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
4 comply with emission standards; that its emission treatment system was designed to de-activate
5 during real-world driving conditions; and that it could not achieve the advertised towing power,
6 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
7 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
8 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
9 unauthorized emission control devices.

10 400. Plaintiff, Gabriel Haugland (for the purpose of this paragraph, "Plaintiff"), a citizen
11 of the State of Iowa, residing in the City of Clear Lake, bought a 2015 Dodge Ram 1500
12 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about May 31, 2018
13 at Dewey Dodge Chrysler Jeep, an authorized FCA dealer in Ankeny, Iowa. Plaintiff decided to
14 buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle
15 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
16 Subject Vehicles were represented as environmentally friendly, having low emissions and good
17 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
18 When Plaintiff went to Dewey Dodge Chrysler Jeep to purchase the Subject Vehicle, the sales
19 associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
20 performance. These representations, along with the advertised fuel economy, were among the
21 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
22 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
23 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was

1 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
2 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
3 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
4 standards; that its emission treatment system was designed to de-activate during real-world driving
5 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
6 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
7 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
8 or would have paid less for it, had Defendants not concealed the unauthorized emission control
9 devices.

10 401. Plaintiff, Ralph Coers (for the purpose of this paragraph, "Plaintiff"), a citizen of
11 the State of Washington, residing in the City of Graham, bought a 2015 Dodge Ram 1500
12 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about October 1, 2017
13 at Larson Chrysler Jeep Dodge Ram, an authorized FCA dealer in Puyallup, Washington. Plaintiff
14 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
15 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
16 website, on which the Subject Vehicles were represented as environmentally friendly, having low
17 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
18 Subject Vehicles. When Plaintiff went to Larson Chrysler Jeep Dodge Ram to purchase the
19 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
20 its fuel economy and performance. These representations, along with the advertised fuel economy,
21 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
22 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
23 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her

1 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
2 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
3 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
4 comply with emission standards; that its emission treatment system was designed to de-activate
5 during real-world driving conditions; and that it could not achieve the advertised towing power,
6 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
7 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
8 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
9 unauthorized emission control devices.

10 402. Plaintiff, Gary & Tracy McKeever (for the purpose of this paragraph, "Plaintiff"),
11 citizens of the State of Oklahoma, residing in the City of Kingston, bought a 2016 Dodge Ram
12 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about October
13 1, 2016, at Byford Chrysler Dodge Jeep Ram Duncan, an authorized FCA dealer in Duncan,
14 Oklahoma. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations
15 that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls
16 visiting the Ram website, on which the Subject Vehicles were represented as environmentally
17 friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television
18 commercials about the Subject Vehicles. When Plaintiff went to Byford Chrysler Dodge Jeep
19 Ram Duncan to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's
20 EcoDiesel® attributes, including its fuel economy and performance. These representations, along
21 with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject
22 Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as
23 advertised only by emitting NOx at levels that are greater than advertised and above legal limits.

1 Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and
2 unauthorized emission control devices designed to cheat emission tests and to deceive consumers
3 and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less
4 for it, had he/she known that it did not comply with emission standards; that its emission treatment
5 system was designed to de-activate during real-world driving conditions; and that it could not
6 achieve the advertised towing power, performance, and/or fuel economy without cheating
7 emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of
8 Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid
9 less for it, had Defendants not concealed the unauthorized emission control devices.

10 403. Plaintiff, Wendell Espeland (for the purpose of this paragraph, "Plaintiff"), a
11 citizen of the State of Kansas, residing in the City of Tonganoxie, bought a 2016 Dodge Ram 1500
12 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 6, 2016,
13 at Victory Chrysler Dodge Jeep Ram, an authorized FCA dealer in Kansas City, Missouri. Plaintiff
14 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
15 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
16 website, on which the Subject Vehicles were represented as environmentally friendly, having low
17 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
18 Subject Vehicles. When Plaintiff went to Victory Chrysler Dodge Jeep Ram to purchase the
19 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
20 its fuel economy and performance. These representations, along with the advertised fuel economy,
21 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
22 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
23 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her

1 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
2 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
3 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
4 comply with emission standards; that its emission treatment system was designed to de-activate
5 during real-world driving conditions; and that it could not achieve the advertised towing power,
6 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
7 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
8 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
9 unauthorized emission control devices.

10 404. Plaintiff, Jason & Natalie Ysker (for the purpose of this paragraph, "Plaintiff"),
11 citizens of the State of Minnesota, residing in the City of Apple Valley, bought a 2014 Jeep Grand
12 Cherokee EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about
13 August 1, 2014, at Coon Rapids Chrysler Dodge Jeep Ram, an authorized FCA dealer in Coon
14 Rapids, Minnesota. Plaintiff decided to buy the Subject Vehicle based in part on FCA's
15 representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient).
16 Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as
17 environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls
18 seeing television commercials about the Subject Vehicles. When Plaintiff went to Coon Rapids
19 Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject
20 Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
21 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
22 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
23 could perform as advertised only by emitting NOx at levels that are greater than advertised and

1 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
2 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
3 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
4 would have paid less for it, had he/she known that it did not comply with emission standards; that
5 its emission treatment system was designed to de-activate during real-world driving conditions;
6 and that it could not achieve the advertised towing power, performance, and/or fuel economy
7 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
8 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
9 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

10 405. Plaintiff, Anthony Barbato (for the purpose of this paragraph, "Plaintiff"), a citizen
11 of the State of New York, residing in the City of Islip Terrace, bought a 2015 Jeep Grand Cherokee
12 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about February 10,
13 2016, at Timonium Chrysler, an authorized FCA dealer in Cockeysville, Maryland. Plaintiff
14 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
15 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep
16 website, on which the Subject Vehicles were represented as environmentally friendly, having low
17 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
18 Subject Vehicles. When Plaintiff went to Timonium Chrysler to purchase the Subject Vehicle, the
19 sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
20 performance. These representations, along with the advertised fuel economy, were among the
21 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
22 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
23 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was

1 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
2 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
3 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
4 standards; that its emission treatment system was designed to de-activate during real-world driving
5 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
6 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
7 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
8 or would have paid less for it, had Defendants not concealed the unauthorized emission control
9 devices.

10 406. Plaintiff, Myron & Linda Billiot (for the purpose of this paragraph, "Plaintiff"),
11 citizens of the State of Louisiana, residing in the City of Raceland, bought a 2015 Dodge Ram
12 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about May 4,
13 2015, at Southland Dodge, an authorized FCA dealer in Houma, Louisiana. Plaintiff decided to
14 buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle
15 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
16 Subject Vehicles were represented as environmentally friendly, having low emissions and good
17 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
18 When Plaintiff went to Southland Dodge to purchase the Subject Vehicle, the sales associate touted
19 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
20 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
21 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
22 could perform as advertised only by emitting NOx at levels that are greater than advertised and
23 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with

1 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
2 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
3 would have paid less for it, had he/she known that it did not comply with emission standards; that
4 its emission treatment system was designed to de-activate during real-world driving conditions;
5 and that it could not achieve the advertised towing power, performance, and/or fuel economy
6 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
7 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
8 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

9 407. Plaintiff Ben Doney (for the purpose of this paragraph, "Plaintiff"), a citizen of the
10 State of Oregon, residing in the City of Warrenton, bought a 2016 Dodge Ram 1500 EcoDiesel®
11 (for the purpose of this paragraph, the "Subject Vehicle") on or about May 15, 2016, at Lums Auto
12 Center, an authorized FCA dealer in Warrenton, Oregon. Plaintiff decided to buy the Subject
13 Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced
14 emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject
15 Vehicles were represented as environmentally friendly, having low emissions and good fuel
16 economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When
17 Plaintiff went to Lums Auto Center to purchase the Subject Vehicle, the sales associate touted the
18 Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
19 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
20 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
21 could perform as advertised only by emitting NOx at levels that are greater than advertised and
22 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
23 undisclosed and unauthorized emission control devices designed to cheat emission tests and to

1 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
2 would have paid less for it, had he/she known that it did not comply with emission standards; that
3 its emission treatment system was designed to de-activate during real-world driving conditions;
4 and that it could not achieve the advertised towing power, performance, and/or fuel economy
5 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
6 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
7 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

8 408. Plaintiff, Thurman & Rose Dickey (for the purpose of this paragraph, "Plaintiff"),
9 citizens of the State of Arizona, residing in the City of Winkelman, bought a 2016 Dodge Ram
10 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about September
11 15, 2016, at Hatch Motor Co., Inc., an authorized FCA dealer in Show Low, Arizona. Plaintiff
12 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
13 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
14 website, on which the Subject Vehicles were represented as environmentally friendly, having low
15 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
16 Subject Vehicles. When Plaintiff went to Hatch Motor Co. Inc. to purchase the Subject Vehicle,
17 the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy
18 and performance. These representations, along with the advertised fuel economy, were among the
19 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
20 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
21 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
22 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
23 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject

1 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
2 standards; that its emission treatment system was designed to de-activate during real-world driving
3 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
4 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
5 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
6 or would have paid less for it, had Defendants not concealed the unauthorized emission control
7 devices.

8 409. Plaintiff, Angeline & Stephen Connaghan (for the purpose of this paragraph,
9 "Plaintiff"), citizen of the State of Pennsylvania, residing in the City of Harrisburg, bought a 2015
10 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or
11 about November 1, 2015, at Lancaster Dodge Ram Fiat, an authorized FCA dealer in Lancaster,
12 Pennsylvania. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations
13 that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls
14 visiting the Ram website, on which the Subject Vehicles were represented as environmentally
15 friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television
16 commercials about the Subject Vehicles. When Plaintiff went to Lancaster Dodge Ram Fiat to
17 purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel®
18 attributes, including its fuel economy and performance. These representations, along with the
19 advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At
20 the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised
21 only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was
22 Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized
23 emission control devices designed to cheat emission tests and to deceive consumers and regulators.

1 Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she
2 known that it did not comply with emission standards; that its emission treatment system was
3 designed to de-activate during real-world driving conditions; and that it could not achieve the
4 advertised towing power, performance, and/or fuel economy without cheating emission tests.
5 Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct,
6 and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants
7 not concealed the unauthorized emission control devices.

8 410. Plaintiff, Jacob Herron (for the purpose of this paragraph, "Plaintiff"), a citizen of
9 the State of New Mexico, residing in the City of Artesia, bought a 2016 Dodge Ram 1500
10 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about February 1,
11 2016, at Frontier Motor Company, an authorized FCA dealer in El Reno, Oklahoma. Plaintiff
12 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
13 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
14 website, on which the Subject Vehicles were represented as environmentally friendly, having low
15 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
16 Subject Vehicles. When Plaintiff went to Frontier Motor Company to purchase the Subject
17 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
18 economy and performance. These representations, along with the advertised fuel economy, were
19 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
20 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
21 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
22 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
23 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased

1 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
2 emission standards; that its emission treatment system was designed to de-activate during real-
3 world driving conditions; and that it could not achieve the advertised towing power, performance,
4 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
5 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
6 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
7 control devices.

8 411. Plaintiff, Dion Kampa (for the purpose of this paragraph, "Plaintiff"), a citizen of
9 the State of Wisconsin, residing in the City of Big Bend, bought a 2016 Dodge Ram 1500
10 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about November 25,
11 2016, at Wilde Chrysler Jeep Dodge Ram, an authorized FCA dealer in Waukesha, Wisconsin.
12 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
13 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
14 website, on which the Subject Vehicles were represented as environmentally friendly, having low
15 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
16 Subject Vehicles. When Plaintiff went to Wilde Chrysler Jeep Dodge Ram to purchase the Subject
17 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
18 economy and performance. These representations, along with the advertised fuel economy, were
19 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
20 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
21 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
22 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
23 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased

1 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
2 emission standards; that its emission treatment system was designed to de-activate during real-
3 world driving conditions; and that it could not achieve the advertised towing power, performance,
4 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
5 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
6 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
7 control devices.

8 412. Plaintiff, Osvaldo Romero (for the purpose of this paragraph, "Plaintiff"), a citizen
9 of the State of Florida, residing in the City of Miami, bought a 2015 Dodge Ram 1500 EcoDiesel®
10 (for the purpose of this paragraph, the "Subject Vehicle") on or about March 17, 2015, at Arrigo
11 Dodge Chrysler Jeep Ram West Palm Beach, an authorized FCA dealer in West Palm Beach,
12 Florida. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it
13 was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting
14 the Ram website, on which the Subject Vehicles were represented as environmentally friendly,
15 having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials
16 about the Subject Vehicles. When Plaintiff went to Arrigo Dodge Chrysler Jeep Ram West Palm
17 Beach to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's
18 EcoDiesel® attributes, including its fuel economy and performance. These representations, along
19 with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject
20 Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as
21 advertised only by emitting NOx at levels that are greater than advertised and above legal limits.
22 Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and
23 unauthorized emission control devices designed to cheat emission tests and to deceive consumers

1 and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less
2 for it, had he/she known that it did not comply with emission standards; that its emission treatment
3 system was designed to de-activate during real-world driving conditions; and that it could not
4 achieve the advertised towing power, performance, and/or fuel economy without cheating
5 emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of
6 Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid
7 less for it, had Defendants not concealed the unauthorized emission control devices.

8 413. Plaintiff, Matthew Deavers (for the purpose of this paragraph, "Plaintiff"), a citizen
9 of the State of South Carolina, residing in the City of Myrtle Beach, bought a 2016 Dodge Ram
10 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 27,
11 2017 at Beach Ford, an authorized FCA dealer in Myrtle Beach, South Carolina. Plaintiff decided
12 to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel"
13 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on
14 which the Subject Vehicles were represented as environmentally friendly, having low emissions
15 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
16 Vehicles. When Plaintiff went to Beach Ford to purchase the Subject Vehicle, the sales associate
17 touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance.
18 These representations, along with the advertised fuel economy, were among the primary reasons
19 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
20 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
21 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
22 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
23 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or

1 would have paid less for it, had he/she known that it did not comply with emission standards; that
2 its emission treatment system was designed to de-activate during real-world driving conditions;
3 and that it could not achieve the advertised towing power, performance, and/or fuel economy
4 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
5 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
6 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

7 414. Plaintiff, Duane Gleason (for the purpose of this paragraph, "Plaintiff"), a citizen
8 of the State of Pennsylvania, residing in the City of Tamaqua, bought a 2015 Dodge Ram 1500
9 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about September 1,
10 2016, at Outten Chrysler Dodge Jeep Ram, an authorized FCA dealer in Hamburg, Pennsylvania.
11 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
12 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
13 website, on which the Subject Vehicles were represented as environmentally friendly, having low
14 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
15 Subject Vehicles. When Plaintiff went to Outten Chrysler Dodge Jeep Ram to purchase the Subject
16 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
17 economy and performance. These representations, along with the advertised fuel economy, were
18 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
19 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
20 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
21 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
22 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
23 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with

1 emission standards; that its emission treatment system was designed to de-activate during real-
2 world driving conditions; and that it could not achieve the advertised towing power, performance,
3 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
4 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
5 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
6 control devices.

7 415. Plaintiff, Robert Elie (for the purpose of this paragraph, "Plaintiff"), a citizen of
8 the State of Florida, residing in the City of Lehigh Acres, bought a 2014 Dodge Ram 1500
9 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 1, 2014,
10 at Galeana Chrysler Dodge Jeep Ram, an authorized FCA dealer in Fort Meyers, Florida. Plaintiff
11 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
12 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
13 website, on which the Subject Vehicles were represented as environmentally friendly, having low
14 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
15 Subject Vehicles. When Plaintiff went to Galeana Chrysler Dodge Jeep Ram to purchase the
16 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
17 its fuel economy and performance. These representations, along with the advertised fuel economy,
18 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
19 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
20 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
21 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
22 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
23 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not

1 comply with emission standards; that its emission treatment system was designed to de-activate
2 during real-world driving conditions; and that it could not achieve the advertised towing power,
3 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
4 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
5 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
6 unauthorized emission control devices.

7 416. Plaintiff, Jerry Martin (for the purpose of this paragraph, "Plaintiff"), a citizen of
8 the State of Kentucky, residing in the City of Shelbyville, bought a 2014 Dodge Ram 1500
9 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about October 14,
10 2014, at Shelbyville Chrysler Dodge Jeep Ram Products, an authorized FCA dealer in Shelbyville,
11 Kentucky. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that
12 it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting
13 the Ram website, on which the Subject Vehicles were represented as environmentally friendly,
14 having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials
15 about the Subject Vehicles. When Plaintiff went to Shelbyville Chrysler Dodge Jeep Ram
16 Products to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's
17 EcoDiesel® attributes, including its fuel economy and performance. These representations, along
18 with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject
19 Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as
20 advertised only by emitting NOx at levels that are greater than advertised and above legal limits.
21 Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and
22 unauthorized emission control devices designed to cheat emission tests and to deceive consumers
23 and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less

1 for it, had he/she known that it did not comply with emission standards; that its emission treatment
2 system was designed to de-activate during real-world driving conditions; and that it could not
3 achieve the advertised towing power, performance, and/or fuel economy without cheating
4 emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of
5 Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid
6 less for it, had Defendants not concealed the unauthorized emission control devices.

7 417. Plaintiff, Billy & Joseph Welch (for the purpose of this paragraph, "Plaintiff"),
8 citizens of the State of Arkansas, residing in the City of Rogers, bought a 2015 Dodge Ram 1500
9 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about May 1, 2016,
10 at Ryburn Motor Company, an authorized FCA dealer in Monticello, Arkansas. Plaintiff decided
11 to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel"
12 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on
13 which the Subject Vehicles were represented as environmentally friendly, having low emissions
14 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
15 Vehicles. When Plaintiff went to Ryburn Motor Company to purchase the Subject Vehicle, the
16 sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
17 performance. These representations, along with the advertised fuel economy, were among the
18 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
19 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
20 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
21 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
22 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
23 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission

1 standards; that its emission treatment system was designed to de-activate during real-world driving
2 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
3 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
4 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
5 or would have paid less for it, had Defendants not concealed the unauthorized emission control
6 devices.

7 418. Plaintiff, Manuel & Michael Gonzalez (for the purpose of this paragraph,
8 "Plaintiff"), citizens of the State of Florida, residing in the City of Pembroke, bought a 2015 Jeep
9 Grand Cherokee EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about
10 February 25, 2015, at Massey Yardley Jeep Chrysler Dodge Ram, an authorized FCA dealer in
11 Plantation, Florida. Plaintiff decided to buy the Subject Vehicle based in part on FCA's
12 representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient).
13 Plaintiff recalls visiting the Jeep website, on which the Subject Vehicles were represented as
14 environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls
15 seeing television commercials about the Subject Vehicles. When Plaintiff went to Massey Yardley
16 Jeep Chrysler Dodge Ram to purchase the Subject Vehicle, the sales associate touted the Subject
17 Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
18 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
19 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
20 could perform as advertised only by emitting NOx at levels that are greater than advertised and
21 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
22 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
23 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or

1 would have paid less for it, had he/she known that it did not comply with emission standards; that
2 its emission treatment system was designed to de-activate during real-world driving conditions;
3 and that it could not achieve the advertised towing power, performance, and/or fuel economy
4 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
5 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
6 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

7 419. Plaintiff, Christopher Vigil (for the purpose of this paragraph, "Plaintiff"), a citizen
8 of the State of Tennessee, residing in the City of Gallatin, bought a 2014 Dodge Ram 1500
9 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about November 28,
10 2016, at Carmax, an authorized FCA dealer in Madison, Tennessee. Plaintiff decided to buy the
11 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
12 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
13 Subject Vehicles were represented as environmentally friendly, having low emissions and good
14 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
15 When Plaintiff went to Carmax to purchase the Subject Vehicle, the sales associate touted the
16 Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
17 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
18 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
19 could perform as advertised only by emitting NOx at levels that are greater than advertised and
20 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
21 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
22 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
23 would have paid less for it, had he/she known that it did not comply with emission standards; that

1 its emission treatment system was designed to de-activate during real-world driving conditions;
2 and that it could not achieve the advertised towing power, performance, and/or fuel economy
3 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
4 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
5 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

6 420. Plaintiff, John T. Nickel (for the purpose of this paragraph, "Plaintiff"), a citizen
7 of the State of Kansas, residing in the City of Wamego, bought a 2016 Dodge Ram 1500
8 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about May 20, 2016,
9 at Briggs Auto, an authorized FCA dealer in Topeka, Kansas. Plaintiff decided to buy the Subject
10 Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced
11 emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject
12 Vehicles were represented as environmentally friendly, having low emissions and good fuel
13 economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When
14 Plaintiff went to Briggs Auto to purchase the Subject Vehicle, the sales associate touted the Subject
15 Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
16 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
17 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
18 could perform as advertised only by emitting NOx at levels that are greater than advertised and
19 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
20 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
21 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
22 would have paid less for it, had he/she known that it did not comply with emission standards; that
23 its emission treatment system was designed to de-activate during real-world driving conditions;

1 and that it could not achieve the advertised towing power, performance, and/or fuel economy
2 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
3 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
4 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

5 421. Plaintiff, Susan Burkland (for the purpose of this paragraph, "Plaintiff"), a citizen
6 of the State of Pennsylvania, residing in the City of Shickshinny, bought a 2014 Dodge Ram 1500
7 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about July 30, 2016,
8 at Tunkhannock Auto Mart: Dodge Ram Chrysler Jeep, an authorized FCA dealer in Tunkhannock,
9 Pennsylvania. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations
10 that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls
11 visiting the Ram website, on which the Subject Vehicles were represented as environmentally
12 friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television
13 commercials about the Subject Vehicles. When Plaintiff went to Tunkhannock to purchase the
14 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
15 its fuel economy and performance. These representations, along with the advertised fuel economy,
16 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
17 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
18 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
19 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
20 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
21 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
22 comply with emission standards; that its emission treatment system was designed to de-activate
23 during real-world driving conditions; and that it could not achieve the advertised towing power,

1 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
2 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
3 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
4 unauthorized emission control devices.

5 422. Plaintiff, Christofer Askervold (for the purpose of this paragraph, "Plaintiff"), a
6 citizen of the State of Florida, residing in the City of Boca Raton, bought a 2015 Dodge Ram 1500
7 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about November 6,
8 2015, at Napleton's Northlake Chrysler Dodge Jeep Ram, an authorized FCA dealer in Lake Park,
9 Florida. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it
10 was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting
11 the Ram website, on which the Subject Vehicles were represented as environmentally friendly,
12 having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials
13 about the Subject Vehicles. When Plaintiff went to Napleton's Northlake Chrysler Dodge Jeep
14 Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel®
15 attributes, including its fuel economy and performance. These representations, along with the
16 advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At
17 the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised
18 only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was
19 Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized
20 emission control devices designed to cheat emission tests and to deceive consumers and regulators.
21 Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she
22 known that it did not comply with emission standards; that its emission treatment system was
23 designed to de-activate during real-world driving conditions; and that it could not achieve the

1 advertised towing power, performance, and/or fuel economy without cheating emission tests.
2 Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct,
3 and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants
4 not concealed the unauthorized emission control devices.

5 423. Plaintiff, Gus Demetriades (for the purpose of this paragraph, "Plaintiff"), a citizen
6 of the State of North Carolina, residing in the City of Henderson, bought a 2014 Jeep Grand
7 Cherokee EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about
8 November 25, 2014, at Lake Norman Chrysler Dodge Jeep Ram, an authorized FCA dealer in
9 Cornelius, North Carolina. Plaintiff decided to buy the Subject Vehicle based in part on FCA's
10 representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient).
11 Plaintiff recalls visiting the Jeep website, on which the Subject Vehicles were represented as
12 environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls
13 seeing television commercials about the Subject Vehicles. When Plaintiff went to Lake Norman
14 Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject
15 Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
16 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
17 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
18 could perform as advertised only by emitting NOx at levels that are greater than advertised and
19 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
20 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
21 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
22 would have paid less for it, had he/she known that it did not comply with emission standards; that
23 its emission treatment system was designed to de-activate during real-world driving conditions;

1 and that it could not achieve the advertised towing power, performance, and/or fuel economy
2 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
3 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
4 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

5 424. Plaintiff, Paul Webster Messner, Jr. (for the purpose of this paragraph, "Plaintiff"),
6 a citizen of the State of Michigan, residing in the City of Grand Rapids, bought a 2015 Dodge Ram
7 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about October
8 13, 2017 at K & M Wayland Chrysler Dodge Jeep Ram, an authorized FCA dealer in Wayland,
9 Michigan. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that
10 it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting
11 the Ram website, on which the Subject Vehicles were represented as environmentally friendly,
12 having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials
13 about the Subject Vehicles. When Plaintiff went to K & M Wayland Chrysler Dodge Jeep Ram to
14 purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel®
15 attributes, including its fuel economy and performance. These representations, along with the
16 advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At
17 the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised
18 only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was
19 Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized
20 emission control devices designed to cheat emission tests and to deceive consumers and regulators.
21 Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she
22 known that it did not comply with emission standards; that its emission treatment system was
23 designed to de-activate during real-world driving conditions; and that it could not achieve the

1 advertised towing power, performance, and/or fuel economy without cheating emission tests.
2 Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct,
3 and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants
4 not concealed the unauthorized emission control devices.

5 425. Plaintiff, Scott Platko (for the purpose of this paragraph, "Plaintiff"), a citizen of
6 the State of Oregon, residing in the City of Platko, bought a 2016 Dodge Ram 1500 EcoDiesel®
7 (for the purpose of this paragraph, the "Subject Vehicle") on or about April 1, 2016, at Smolich
8 Motors, an authorized FCA dealer in Bend, Oregon. Plaintiff decided to buy the Subject Vehicle
9 based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions
10 and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were
11 represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff
12 also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to
13 Smolich Motors to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's
14 EcoDiesel® attributes, including its fuel economy and performance. These representations, along
15 with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject
16 Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as
17 advertised only by emitting NOx at levels that are greater than advertised and above legal limits.
18 Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and
19 unauthorized emission control devices designed to cheat emission tests and to deceive consumers
20 and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less
21 for it, had he/she known that it did not comply with emission standards; that its emission treatment
22 system was designed to de-activate during real-world driving conditions; and that it could not
23 achieve the advertised towing power, performance, and/or fuel economy without cheating

1 emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of
2 Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid
3 less for it, had Defendants not concealed the unauthorized emission control devices.

4 426. Plaintiff, Cody P. Privette (for the purpose of this paragraph, "Plaintiff"), a citizen
5 of the State of Minnesota, residing in the City of Duluth, bought a 2014 Dodge Ram 1500
6 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about February 10,
7 2017 at Duluth Dodge, an authorized FCA dealer in Duluth, Minnesota. Plaintiff decided to buy
8 the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
9 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
10 Subject Vehicles were represented as environmentally friendly, having low emissions and good
11 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
12 When Plaintiff went to Duluth Dodge to purchase the Subject Vehicle, the sales associate touted
13 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
14 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
15 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
16 could perform as advertised only by emitting NOx at levels that are greater than advertised and
17 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
18 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
19 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
20 would have paid less for it, had he/she known that it did not comply with emission standards; that
21 its emission treatment system was designed to de-activate during real-world driving conditions;
22 and that it could not achieve the advertised towing power, performance, and/or fuel economy
23 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate

1 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
2 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

3 427. Plaintiff, Brent Burton (for the purpose of this paragraph, "Plaintiff"), a citizen of
4 the State of Montana, residing in the City of Colstrip, bought a 2015 Dodge Ram 1500 EcoDiesel®
5 (for the purpose of this paragraph, the "Subject Vehicle") on or about March 22, 2017 at Herbert's
6 Town and Country Chrysler Dodge Jeep Ram, an authorized FCA dealer in Shreveport, Louisiana.
7 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
8 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
9 website, on which the Subject Vehicles were represented as environmentally friendly, having low
10 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
11 Subject Vehicles. When Plaintiff went to Herbert's Town and Country Chrysler Dodge Jeep Ram
12 to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel®
13 attributes, including its fuel economy and performance. These representations, along with the
14 advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At
15 the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised
16 only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was
17 Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized
18 emission control devices designed to cheat emission tests and to deceive consumers and regulators.
19 Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she
20 known that it did not comply with emission standards; that its emission treatment system was
21 designed to de-activate during real-world driving conditions; and that it could not achieve the
22 advertised towing power, performance, and/or fuel economy without cheating emission tests.
23 Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct,

1 and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants
2 not concealed the unauthorized emission control devices.

3 428. Plaintiff, Randy Tomlinson (for the purpose of this paragraph, “Plaintiff”), a citizen
4 of the State of Louisiana, residing in the City of Opelousas, bought a 2014 Dodge Ram 1500
5 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about October 20,
6 2016, at Sterling Automotive Group, an authorized FCA dealer in Opelousas, Louisiana. Plaintiff
7 decided to buy the Subject Vehicle based in part on FCA’s representations that it was an
8 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
9 website, on which the Subject Vehicles were represented as environmentally friendly, having low
10 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
11 Subject Vehicles. When Plaintiff went to Sterling Automotive Group to purchase the Subject
12 Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel
13 economy and performance. These representations, along with the advertised fuel economy, were
14 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
15 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
16 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
17 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
18 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
19 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
20 emission standards; that its emission treatment system was designed to de-activate during real-
21 world driving conditions; and that it could not achieve the advertised towing power, performance,
22 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
23 direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject

1 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
2 control devices.

3 429. Plaintiff, Roger Hinton (for the purpose of this paragraph, “Plaintiff”), a citizen of
4 the State of Kansas, residing in the City of Hiawatha, bought a 2016 Dodge Ram 1500 EcoDiesel®
5 (for the purpose of this paragraph, the “Subject Vehicle”) on or about February 1, 2016, at
6 Gladstone Dodge Chrysler Jeep & Ram, an authorized FCA dealer in Gladston, Missouri. Plaintiff
7 decided to buy the Subject Vehicle based in part on FCA’s representations that it was an
8 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
9 website, on which the Subject Vehicles were represented as environmentally friendly, having low
10 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
11 Subject Vehicles. When Plaintiff went to Gladstone Dodge Chrysler Jeep & Ram to purchase the
12 Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including
13 its fuel economy and performance. These representations, along with the advertised fuel economy,
14 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
15 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
16 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
17 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
18 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
19 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
20 comply with emission standards; that its emission treatment system was designed to de-activate
21 during real-world driving conditions; and that it could not achieve the advertised towing power,
22 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
23 concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have

1 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
2 unauthorized emission control devices.

3 430. Plaintiff, Roger Hinton (for the purpose of this paragraph, “Plaintiff”), a citizen of
4 the State of Kansas, residing in the City of Hiawatha, bought a 2014 Dodge Ram 1500 EcoDiesel®
5 (for the purpose of this paragraph, the “Subject Vehicle”) on or about July 1, 2014, at Laukemper
6 Motors, an authorized FCA dealer in Mound City, Missouri. Plaintiff decided to buy the Subject
7 Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced
8 emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject
9 Vehicles were represented as environmentally friendly, having low emissions and good fuel
10 economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When
11 Plaintiff went to Laukemper Motors to purchase the Subject Vehicle, the sales associate touted the
12 Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These
13 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
14 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
15 could perform as advertised only by emitting NOx at levels that are greater than advertised and
16 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
17 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
18 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
19 would have paid less for it, had he/she known that it did not comply with emission standards; that
20 its emission treatment system was designed to de-activate during real-world driving conditions;
21 and that it could not achieve the advertised towing power, performance, and/or fuel economy
22 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
23 result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would

1 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

2 431. Plaintiff, Gabriel & Audrey McConnell (for the purpose of this paragraph,
3 “Plaintiff”), citizens of the State of Iowa, residing in the City of Eldora, bought a 2016 Dodge Ram
4 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about June 1,
5 2016, at Stew Hansen Dodge Ram Chrysler Jeep, an authorized FCA dealer in Urbandale, Iowa.
6 Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an
7 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
8 website, on which the Subject Vehicles were represented as environmentally friendly, having low
9 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
10 Subject Vehicles. When Plaintiff went to Hansen Dodge Ram Chrysler Jeep to purchase the
11 Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including
12 its fuel economy and performance. These representations, along with the advertised fuel economy,
13 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
14 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
15 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
16 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
17 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
18 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
19 comply with emission standards; that its emission treatment system was designed to de-activate
20 during real-world driving conditions; and that it could not achieve the advertised towing power,
21 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
22 concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have
23 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the

1 unauthorized emission control devices.

2 432. Plaintiff, Kyle Schmitting & Kamile Kevliciute (for the purpose of this paragraph,
3 “Plaintiff”), citizens of the State of North Carolina, residing in the City of Lillington, bought a
4 2014 Jeep Grand Cherokee EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”)
5 on or about February 25, 2017 at Matthews Motor Clayton, an authorized FCA dealer in Clayton,
6 North Carolina. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations
7 that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls
8 visiting the Jeep website, on which the Subject Vehicles were represented as environmentally
9 friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television
10 commercials about the Subject Vehicles. When Plaintiff went to Matthews Motors Clayton to
11 purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel®
12 attributes, including its fuel economy and performance. These representations, along with the
13 advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At
14 the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised
15 only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was
16 Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized
17 emission control devices designed to cheat emission tests and to deceive consumers and regulators.
18 Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she
19 known that it did not comply with emission standards; that its emission treatment system was
20 designed to de-activate during real-world driving conditions; and that it could not achieve the
21 advertised towing power, performance, and/or fuel economy without cheating emission tests.
22 Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct,
23 and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants

1 not concealed the unauthorized emission control devices.

2 433. Plaintiff, William J. Hoak, III (for the purpose of this paragraph, "Plaintiff"), a
3 citizen of the State of New York, residing in the City of Kenmore, bought a 2015 Dodge Ram 1500
4 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about March 2, 2015,
5 at Transitowne Jeep Chrysler Dodge Ram Williamsville, an authorized FCA dealer in
6 Williamsville, New York. Plaintiff decided to buy the Subject Vehicle based in part on FCA's
7 representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient).
8 Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as
9 environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls
10 seeing television commercials about the Subject Vehicles. When Plaintiff went to Transitowne
11 Jeep Chrysler Dodge Ram Williamsville to purchase the Subject Vehicle, the sales associate touted
12 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
13 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
14 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
15 could perform as advertised only by emitting NOx at levels that are greater than advertised and
16 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
17 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
18 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
19 would have paid less for it, had he/she known that it did not comply with emission standards; that
20 its emission treatment system was designed to de-activate during real-world driving conditions;
21 and that it could not achieve the advertised towing power, performance, and/or fuel economy
22 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
23 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would

1 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

2 434. Plaintiff, Scott McCrea (for the purpose of this paragraph, “Plaintiff”), a citizen of
3 the State of Ohio, residing in the City of Negley, bought a 2014 Dodge Ram 1500 EcoDiesel®
4 (for the purpose of this paragraph, the “Subject Vehicle”) on or about April 12, 2016, at Salem
5 Chrysler Jeep Dodge, an authorized FCA dealer in Salem, Ohio. Plaintiff decided to buy the
6 Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e.,
7 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
8 Subject Vehicles were represented as environmentally friendly, having low emissions and good
9 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
10 When Plaintiff went to Salem Chrysler Jeep Dodge to purchase the Subject Vehicle, the sales
11 associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and
12 performance. These representations, along with the advertised fuel economy, were among the
13 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
14 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
15 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
16 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
17 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
18 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
19 standards; that its emission treatment system was designed to de-activate during real-world driving
20 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
21 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
22 proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle,
23 or would have paid less for it, had Defendants not concealed the unauthorized emission control

1 devices.

2 435. Plaintiff, Carl Lachance (for the purpose of this paragraph, “Plaintiff”), a citizen of
3 the State of North Carolina, residing in the City of Mecklenburg, bought a 2015 Dodge Ram 1500
4 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about August 31,
5 2015, at Hendrick Chrysler Dodge Jeep Ram of Concord, an authorized FCA dealer in Concord,
6 North Carolina. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations
7 that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls
8 visiting the Ram website, on which the Subject Vehicles were represented as environmentally
9 friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television
10 commercials about the Subject Vehicles. When Plaintiff went to Hendrick Chrysler Dodge Jeep
11 Ram of Concord to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s
12 EcoDiesel® attributes, including its fuel economy and performance. These representations, along
13 with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject
14 Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as
15 advertised only by emitting NOx at levels that are greater than advertised and above legal limits.
16 Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and
17 unauthorized emission control devices designed to cheat emission tests and to deceive consumers
18 and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less
19 for it, had he/she known that it did not comply with emission standards; that its emission treatment
20 system was designed to de-activate during real-world driving conditions; and that it could not
21 achieve the advertised towing power, performance, and/or fuel economy without cheating
22 emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of
23 Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid

1 less for it, had Defendants not concealed the unauthorized emission control devices.

2 436. Plaintiff, Sean Condry (for the purpose of this paragraph, “Plaintiff”), a citizen of
3 the State of Missouri, residing in the City of Lotawana, bought a 2015 Dodge Ram 1500
4 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about November 27,
5 2015, at Platte City – Airport Dodge, an authorized FCA dealer in Platte City, Missouri. Plaintiff
6 decided to buy the Subject Vehicle based in part on FCA’s representations that it was an
7 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
8 website, on which the Subject Vehicles were represented as environmentally friendly, having low
9 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
10 Subject Vehicles. When Plaintiff went to Platte City – Airport Dodge to purchase the Subject
11 Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel
12 economy and performance. These representations, along with the advertised fuel economy, were
13 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
14 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
15 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
16 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
17 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
18 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
19 emission standards; that its emission treatment system was designed to de-activate during real-
20 world driving conditions; and that it could not achieve the advertised towing power, performance,
21 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
22 direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject
23 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission

1 control devices.

2 437. Plaintiff, Ronda Stratton (for the purpose of this paragraph, “Plaintiff”), a citizen
3 of the State of Ohio, residing in the City of Russellville, bought a 2015 Jeep Grand Cherokee
4 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about September 30,
5 2016, at Mt. Orab Chrysler Dodge Jeep Ram, an authorized FCA dealer in Mt Orab, Ohio. Plaintiff
6 decided to buy the Subject Vehicle based in part on FCA’s representations that it was an
7 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep
8 website, on which the Subject Vehicles were represented as environmentally friendly, having low
9 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
10 Subject Vehicles. When Plaintiff went to Mt Orab Chrysler Dodge Jeep Ram to purchase the
11 Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including
12 its fuel economy and performance. These representations, along with the advertised fuel economy,
13 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
14 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
15 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
16 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
17 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
18 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
19 comply with emission standards; that its emission treatment system was designed to de-activate
20 during real-world driving conditions; and that it could not achieve the advertised towing power,
21 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
22 concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have
23 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the

1 unauthorized emission control devices.

2 438. Plaintiff, James Hadley (for the purpose of this paragraph, “Plaintiff”), a citizen of
3 the State of Illinois, residing in the City of Washington, bought a 2015 Dodge Ram 1500
4 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about November 1,
5 2016, at Sam Leman Morton, an authorized FCA dealer in Morton, Illinois. Plaintiff decided to
6 buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle
7 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
8 Subject Vehicles were represented as environmentally friendly, having low emissions and good
9 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
10 When Plaintiff went to Sam Leman Morton to purchase the Subject Vehicle, the sales associate
11 touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance.
12 These representations, along with the advertised fuel economy, were among the primary reasons
13 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
14 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
15 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
16 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
17 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
18 would have paid less for it, had he/she known that it did not comply with emission standards; that
19 its emission treatment system was designed to de-activate during real-world driving conditions;
20 and that it could not achieve the advertised towing power, performance, and/or fuel economy
21 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
22 result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would
23 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

1 439. Plaintiff, Bo-Michael M. Apele (for the purpose of this paragraph, “Plaintiff”), a
2 citizen of the State of Washington, residing in the City of Spokane, bought a 2015 Jeep Grand
3 Cherokee EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about
4 November 8, 2015, at Lithia Chrysler Dodge Jeep Ram Fiat of Spokane, an authorized FCA dealer
5 in Spokane, Washington. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s
6 representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient).
7 Plaintiff recalls visiting the Jeep website, on which the Subject Vehicles were represented as
8 environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls
9 seeing television commercials about the Subject Vehicles. When Plaintiff went to Lithia Chrysler
10 Dodge Jeep Ram Fiat of Spokane to purchase the Subject Vehicle, the sales associate touted the
11 Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These
12 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
13 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
14 could perform as advertised only by emitting NOx at levels that are greater than advertised and
15 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
16 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
17 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
18 would have paid less for it, had he/she known that it did not comply with emission standards; that
19 its emission treatment system was designed to de-activate during real-world driving conditions;
20 and that it could not achieve the advertised towing power, performance, and/or fuel economy
21 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
22 result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would
23 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

1 440. Plaintiff, Bo-Michael M. Apele (for the purpose of this paragraph, “Plaintiff”), a
2 citizen of the State of Washington, residing in the City of Spokane, bought a 2014 Dodge Ram
3 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about July 26,
4 2017 at Lithia Chrysler Dodge Jeep Ram Fiat of Spokane, an authorized FCA dealer in Spokane,
5 Washington. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations
6 that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls
7 visiting the Ram website, on which the Subject Vehicles were represented as environmentally
8 friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television
9 commercials about the Subject Vehicles. When Plaintiff went to Lithia Chrysler Dodge Jeep Ram
10 Fiat of Spokane to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s
11 EcoDiesel® attributes, including its fuel economy and performance. These representations, along
12 with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject
13 Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as
14 advertised only by emitting NOx at levels that are greater than advertised and above legal limits.
15 Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and
16 unauthorized emission control devices designed to cheat emission tests and to deceive consumers
17 and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less
18 for it, had he/she known that it did not comply with emission standards; that its emission treatment
19 system was designed to de-activate during real-world driving conditions; and that it could not
20 achieve the advertised towing power, performance, and/or fuel economy without cheating
21 emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of
22 Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid
23 less for it, had Defendants not concealed the unauthorized emission control devices.

1 441. Plaintiff, John Rory Carreon (for the purpose of this paragraph, “Plaintiff”), a
2 citizen of the State of Arizona, residing in the City of Tucson, bought a 2015 Jeep Grand Cherokee
3 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about January 5, 2016,
4 at Jim Click Dodge, an authorized FCA dealer in Tucson, Arizona. Plaintiff decided to buy the
5 Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e.,
6 reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the
7 Subject Vehicles were represented as environmentally friendly, having low emissions and good
8 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
9 When Plaintiff went to Jim Click Dodge to purchase the Subject Vehicle, the sales associate touted
10 the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These
11 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
12 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
13 could perform as advertised only by emitting NOx at levels that are greater than advertised and
14 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
15 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
16 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
17 would have paid less for it, had he/she known that it did not comply with emission standards; that
18 its emission treatment system was designed to de-activate during real-world driving conditions;
19 and that it could not achieve the advertised towing power, performance, and/or fuel economy
20 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
21 result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would
22 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

23 442. Plaintiff, Arturo Torres (for the purpose of this paragraph, “Plaintiff”), a citizen of

1 the State of Nevada, residing in the City of Gardnerville, bought a 2014 Jeep Grand Cherokee
2 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about June 1, 2014,
3 at Carson City Dodge, an authorized FCA dealer in Carson City, Nevada. Plaintiff decided to buy
4 the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e.,
5 reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the
6 Subject Vehicles were represented as environmentally friendly, having low emissions and good
7 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
8 When Plaintiff went to Carson City Dodge to purchase the Subject Vehicle, the sales associate
9 touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance.
10 These representations, along with the advertised fuel economy, were among the primary reasons
11 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
12 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
13 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
14 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
15 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
16 would have paid less for it, had he/she known that it did not comply with emission standards; that
17 its emission treatment system was designed to de-activate during real-world driving conditions;
18 and that it could not achieve the advertised towing power, performance, and/or fuel economy
19 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
20 result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would
21 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

22 443. Plaintiff, Brian Ellis (for the purpose of this paragraph, “Plaintiff”), a citizen of the
23 State of North Carolina, residing in the City of Harnett, bought a 2015 Dodge Ram 1500

1 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about June 16, 2017
2 at Crossroads Ford of Sanford, an authorized FCA dealer in Sanford, North Carolina. Plaintiff
3 decided to buy the Subject Vehicle based in part on FCA’s representations that it was an
4 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
5 website, on which the Subject Vehicles were represented as environmentally friendly, having low
6 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
7 Subject Vehicles. When Plaintiff went to Crossroads Ford of Sanford to purchase the Subject
8 Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel
9 economy and performance. These representations, along with the advertised fuel economy, were
10 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
11 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
12 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
13 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
14 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
15 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
16 emission standards; that its emission treatment system was designed to de-activate during real-
17 world driving conditions; and that it could not achieve the advertised towing power, performance,
18 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
19 direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject
20 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
21 control devices.

22 444. Plaintiff, Douglas Mettenburg (for the purpose of this paragraph, “Plaintiff”), a
23 citizen of the State of Arkansas, residing in the City of Rogers, bought a 2016 Dodge Ram 1500

1 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about August 1, 2016,
2 at McLarty Daniel Chrysler Dodge Jeep Ram Fiat of Springdale, an authorized FCA dealer in
3 Springdale, Arkansas. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s
4 representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient).
5 Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as
6 environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls
7 seeing television commercials about the Subject Vehicles. When Plaintiff went to McLarty Daniel
8 Chrysler Dodge Jeep Ram Fiat of Springdale to purchase the Subject Vehicle, the sales associate
9 touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance.
10 These representations, along with the advertised fuel economy, were among the primary reasons
11 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
12 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
13 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
14 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
15 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
16 would have paid less for it, had he/she known that it did not comply with emission standards; that
17 its emission treatment system was designed to de-activate during real-world driving conditions;
18 and that it could not achieve the advertised towing power, performance, and/or fuel economy
19 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
20 result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would
21 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

22 445. Plaintiff, Michael Shane Williams (for the purpose of this paragraph, “Plaintiff”),
23 a citizen of the State of Maryland, residing in the City of Abingdon, bought a 2014 Dodge Ram

1 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about July 8,
2 2015, at Cook Chrysler Dodge Ram, an authorized FCA dealer in Aberdeen, Maryland. Plaintiff
3 decided to buy the Subject Vehicle based in part on FCA’s representations that it was an
4 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
5 website, on which the Subject Vehicles were represented as environmentally friendly, having low
6 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
7 Subject Vehicles. When Plaintiff went to Cook Chrysler Dodge Ram to purchase the Subject
8 Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel
9 economy and performance. These representations, along with the advertised fuel economy, were
10 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
11 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
12 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
13 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
14 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
15 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
16 emission standards; that its emission treatment system was designed to de-activate during real-
17 world driving conditions; and that it could not achieve the advertised towing power, performance,
18 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
19 direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject
20 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
21 control devices.

22 446. Plaintiff Donald Scales (for the purpose of this paragraph, “Plaintiff”), a citizen of
23 the State of New York, residing in the City of La Fargeville, bought a 2016 Dodge Ram 1500

1 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about May 1, 2016,
2 at FX Caprara Chevrolet Buick, an authorized FCA dealer in Pulaski, New York. Plaintiff decided
3 to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel”
4 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on
5 which the Subject Vehicles were represented as environmentally friendly, having low emissions
6 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
7 Vehicles. When Plaintiff went to FX Caprara Chevrolet Buick to purchase the Subject Vehicle,
8 the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy
9 and performance. These representations, along with the advertised fuel economy, were among the
10 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
11 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
12 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
13 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
14 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
15 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
16 standards; that its emission treatment system was designed to de-activate during real-world driving
17 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
18 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
19 proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle,
20 or would have paid less for it, had Defendants not concealed the unauthorized emission control
21 devices.

22 447. Plaintiff, Lucky Easley (for the purpose of this paragraph, “Plaintiff”), a citizen of
23 the State of Kentucky, residing in the City of Marion, bought a 2015 Dodge Ram 1500 EcoDiesel®

(for the purpose of this paragraph, the “Subject Vehicle”) on or about February 16, 2018 at Steve Jones Chrysler Dodge Jeep Ram, an authorized FCA dealer in Owensboro, Kentucky. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Steve Jones Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

448. Plaintiff, Erik Angelo (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Arizona, residing in the City of Phoenix, bought a 2016 Dodge Ram 1500 EcoDiesel®

(for the purpose of this paragraph, the “Subject Vehicle”) on or about September 16, 2016, at Larry H. Miller Dodge Ram Avondale, an authorized FCA dealer in Avondale, Arizona. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Larry H. Miller Dodge Ram Avondale to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

449. Plaintiff, David & Gisela Martinez (for the purpose of this paragraph, “Plaintiff”), citizens of the State of Florida, residing in the City of Orlando, bought a 2015 Dodge Ram 1500

1 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about December 23,
2 2014, at Fields Chrysler Jeep Dodge Sanford, an authorized FCA dealer in Sanford, Florida.
3 Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an
4 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
5 website, on which the Subject Vehicles were represented as environmentally friendly, having low
6 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
7 Subject Vehicles. When Plaintiff went to Fields Chrysler Jeep Dodge Sanford to purchase the
8 Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including
9 its fuel economy and performance. These representations, along with the advertised fuel economy,
10 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
11 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
12 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
13 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
14 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
15 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
16 comply with emission standards; that its emission treatment system was designed to de-activate
17 during real-world driving conditions; and that it could not achieve the advertised towing power,
18 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
19 concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have
20 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
21 unauthorized emission control devices.

22 450. Plaintiff, Brad Robertson (for the purpose of this paragraph, “Plaintiff”), a citizen
23 of the State of Washington, residing in the City of Marysville, bought a 2015 Dodge Ram 1500

1 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about April 26, 2017
2 at Northwest Motorsport, an authorized FCA dealer in Everett, Washington. Plaintiff decided to
3 buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle
4 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
5 Subject Vehicles were represented as environmentally friendly, having low emissions and good
6 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
7 When Plaintiff went to Northwest Motorsports to purchase the Subject Vehicle, the sales associate
8 touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance.
9 These representations, along with the advertised fuel economy, were among the primary reasons
10 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
11 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
12 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
13 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
14 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
15 would have paid less for it, had he/she known that it did not comply with emission standards; that
16 its emission treatment system was designed to de-activate during real-world driving conditions;
17 and that it could not achieve the advertised towing power, performance, and/or fuel economy
18 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
19 result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would
20 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

21 451. Plaintiff, Alan Sjoberg (for the purpose of this paragraph, “Plaintiff”), a citizen of
22 the State of Michigan, residing in the City of Henderson, bought a 2014 Dodge Ram 1500
23 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about June 30, 2014,

1 at Randy Wise Chrysler Dodge Jeep Ram, an authorized FCA dealer in Clip, Michigan. Plaintiff
2 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
3 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
4 website, on which the Subject Vehicles were represented as environmentally friendly, having low
5 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
6 Subject Vehicles. When Plaintiff went to Randy Wise Chrysler Dodge Jeep Ram to purchase the
7 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
8 its fuel economy and performance. These representations, along with the advertised fuel economy,
9 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
10 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
11 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
12 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
13 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
14 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
15 comply with emission standards; that its emission treatment system was designed to de-activate
16 during real-world driving conditions; and that it could not achieve the advertised towing power,
17 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
18 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
19 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
20 unauthorized emission control devices.

21 452. Plaintiff, Bastian Schroder (for the purpose of this paragraph, "Plaintiff"), a citizen
22 of the State of New Jersey, residing in the City of Califon, bought a 2014 Jeep Grand Cherokee
23 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about October 1, 2015,

1 at Dane County Auto Sales, Inc., an authorized FCA dealer in Stoughton, Wisconsin. Plaintiff
2 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
3 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep
4 website, on which the Subject Vehicles were represented as environmentally friendly, having low
5 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
6 Subject Vehicles. When Plaintiff went to Dane County Auto Sales, Inc. to purchase the Subject
7 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
8 economy and performance. These representations, along with the advertised fuel economy, were
9 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
10 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
11 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
12 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
13 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
14 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
15 emission standards; that its emission treatment system was designed to de-activate during real-
16 world driving conditions; and that it could not achieve the advertised towing power, performance,
17 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
18 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
19 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
20 control devices.

21 453. Plaintiff, Bruce & Vickie Sulc (for the purpose of this paragraph, "Plaintiff"), a
22 citizen of the State of Virginia, residing in the City of Chesterfield, bought a 2015 Dodge Ram
23 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about November

1, 2016, at Lee Chrysler Dodge Jeep Ram, an authorized FCA dealer in Wilson, North Carolina. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Lee Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

454. Plaintiff, Steven James Rust (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Louisiana, residing in the City of Zachary, bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about October 25,

1 2016, at Cecil Graves Chevrolet, an authorized FCA dealer in St. Francisville, Louisiana. Plaintiff
2 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
3 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
4 website, on which the Subject Vehicles were represented as environmentally friendly, having low
5 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
6 Subject Vehicles. When Plaintiff went to Cecil Graves Chevrolet to purchase the Subject Vehicle,
7 the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy
8 and performance. These representations, along with the advertised fuel economy, were among the
9 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
10 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
11 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
12 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
13 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
14 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
15 standards; that its emission treatment system was designed to de-activate during real-world driving
16 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
17 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
18 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
19 or would have paid less for it, had Defendants not concealed the unauthorized emission control
20 devices.

21 455. Plaintiff, Michael Gides (for the purpose of this paragraph, "Plaintiff"), a citizen of
22 the State of Colorado, residing in the City of Erie, bought a 2015 Dodge Ram 1500 EcoDiesel®
23 (for the purpose of this paragraph, the "Subject Vehicle") on or about June 29, 2017 at Boulder

1 Chrysler Dodge Ram, an authorized FCA dealer in Bolder, Colorado. Plaintiff decided to buy the
2 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
3 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
4 Subject Vehicles were represented as environmentally friendly, having low emissions and good
5 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
6 When Plaintiff went to Boulder Chrysler Dodge Ram to purchase the Subject Vehicle, the sales
7 associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
8 performance. These representations, along with the advertised fuel economy, were among the
9 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
10 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
11 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
12 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
13 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
14 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
15 standards; that its emission treatment system was designed to de-activate during real-world driving
16 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
17 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
18 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
19 or would have paid less for it, had Defendants not concealed the unauthorized emission control
20 devices.

21 456. Plaintiff, Richard Watters (for the purpose of this paragraph, "Plaintiff"), a citizen
22 of the State of Michigan, residing in the City of Fenton, bought a 2014 Dodge Ram 1500
23 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about April 1, 2014,

1 at LaFontaine Chrysler Dodge Jeep Ram Saline, an authorized FCA dealer in Saline, Michigan.
2 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
3 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
4 website, on which the Subject Vehicles were represented as environmentally friendly, having low
5 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
6 Subject Vehicles. When Plaintiff went to LaFontaine Chrysler Dodge Jeep Ram Saline to purchase
7 the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes,
8 including its fuel economy and performance. These representations, along with the advertised fuel
9 economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of
10 purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by
11 emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff
12 aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission
13 control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff
14 would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known
15 that it did not comply with emission standards; that its emission treatment system was designed to
16 de-activate during real-world driving conditions; and that it could not achieve the advertised
17 towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has
18 suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would
19 not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not
20 concealed the unauthorized emission control devices.

21 457. Plaintiff, Donald Long (for the purpose of this paragraph, "Plaintiff"), a citizen of
22 the State of Illinois, residing in the City of Frankfort, bought a 2015 Dodge Ram 1500 EcoDiesel®
23 (for the purpose of this paragraph, the "Subject Vehicle") on or about November 1, 2015, at

1 Mancari's Chrysler Dodge Jeep Ram, an authorized FCA dealer in Oak Lawn, Illinois. Plaintiff
2 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
3 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
4 website, on which the Subject Vehicles were represented as environmentally friendly, having low
5 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
6 Subject Vehicles. When Plaintiff went to Mancari's Chrysler Dodge Jeep Ram to purchase the
7 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
8 its fuel economy and performance. These representations, along with the advertised fuel economy,
9 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
10 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
11 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
12 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
13 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
14 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
15 comply with emission standards; that its emission treatment system was designed to de-activate
16 during real-world driving conditions; and that it could not achieve the advertised towing power,
17 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
18 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
19 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
20 unauthorized emission control devices.

21 458. Plaintiff, Timothy Leathers (for the purpose of this paragraph, "Plaintiff"), a citizen
22 of the State of Florida, residing in the City of Cape Coral, bought a 2015 Dodge Ram 1500
23 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about September 1,

1 2017 at Ferman Chrysler Jeep Dodge Ram, an authorized FCA dealer in new Port Richey, Florida.
2 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
3 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
4 website, on which the Subject Vehicles were represented as environmentally friendly, having low
5 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
6 Subject Vehicles. When Plaintiff went to Ferman Chrysler Jeep Dodge Ram to purchase the
7 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
8 its fuel economy and performance. These representations, along with the advertised fuel economy,
9 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
10 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
11 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
12 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
13 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
14 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
15 comply with emission standards; that its emission treatment system was designed to de-activate
16 during real-world driving conditions; and that it could not achieve the advertised towing power,
17 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
18 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
19 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
20 unauthorized emission control devices.

21 459. Plaintiff, Steven G. Parnitzke (for the purpose of this paragraph, "Plaintiff"), a
22 citizen of the State of Wisconsin, residing in the City of Milwaukee, bought a 2014 Jeep Grand
23 Cherokee EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about July

1 28, 2016, from a Private Party in Madison, Wisconsin. Plaintiff decided to buy the Subject Vehicle
2 based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions
3 and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the Subject Vehicles were
4 represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff
5 also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to the
6 Private Party to purchase the Subject Vehicle, whom touted the Subject Vehicle's EcoDiesel®
7 attributes, including its fuel economy and performance as per information from the original dealer.
8 These representations, along with the advertised fuel economy, were among the primary reasons
9 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
10 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
11 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
12 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
13 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
14 would have paid less for it, had he/she known that it did not comply with emission standards; that
15 its emission treatment system was designed to de-activate during real-world driving conditions;
16 and that it could not achieve the advertised towing power, performance, and/or fuel economy
17 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
18 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
19 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

20 460. Plaintiff, Joseph Dick-Griffith (for the purpose of this paragraph, "Plaintiff"), a
21 citizen of the State of Florida, residing in the City of Tampa, bought a 2014 Jeep Grand Cherokee
22 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about January 1, 2014,
23 at Bob Frensley Chrysler Jeep Dodge, an authorized FCA dealer in Nashville, Tennessee. Plaintiff

1 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
2 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep
3 website, on which the Subject Vehicles were represented as environmentally friendly, having low
4 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
5 Subject Vehicles. When Plaintiff went to Bob Frenley Chrysler Jeep Dodge to purchase the
6 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
7 its fuel economy and performance. These representations, along with the advertised fuel economy,
8 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
9 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
10 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
11 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
12 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
13 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
14 comply with emission standards; that its emission treatment system was designed to de-activate
15 during real-world driving conditions; and that it could not achieve the advertised towing power,
16 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
17 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
18 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
19 unauthorized emission control devices.

20 461. Plaintiff, Lee & Inna Halpert (for the purpose of this paragraph, "Plaintiff"),
21 citizens of the State of Pennsylvania, residing in the City of Furlong, leased a 2016 Dodge Ram
22 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about March 1,
23 2016, at Route 1 Chrysler Dodge Jeep Ram of Lawrenceville, an authorized FCA dealer in

1 Lawrence Township, Pennsylvania. Plaintiff decided to buy the Subject Vehicle based in part on
2 FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel
3 efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were
4 represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff
5 also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to
6 Route 1 Chrysler Dodge Jeep Ram of Lawrenceville to lease the Subject Vehicle, the sales
7 associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
8 performance. These representations, along with the advertised fuel economy, were among the
9 primary reasons Plaintiff chose the Subject Vehicle. At the time of lease, Plaintiff did not know
10 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
11 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
12 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
13 tests and to deceive consumers and regulators. Plaintiff would not have leased the Subject Vehicle,
14 or would have paid less for it, had he/she known that it did not comply with emission standards;
15 that its emission treatment system was designed to de-activate during real-world driving
16 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
17 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
18 proximate result of Defendants' misconduct, and would not have leased the Subject Vehicle, or
19 would have paid less for it, had Defendants not concealed the unauthorized emission control
20 devices.

21 462. Plaintiff, Derick Gurney (for the purpose of this paragraph, "Plaintiff"), a citizen
22 of the State of New York, residing in the City of Ballstone Spa, bought a 2014 Dodge Ram 1500
23 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about July 10, 2014,

1 at Verger Chrysler Jeep Dodge, an authorized FCA dealer in Coos Bay, Oregon. Plaintiff decided
2 to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel"
3 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on
4 which the Subject Vehicles were represented as environmentally friendly, having low emissions
5 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
6 Vehicles. When Plaintiff went to Verger Chrysler Dodge to purchase the Subject Vehicle, the
7 sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
8 performance. These representations, along with the advertised fuel economy, were among the
9 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
10 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
11 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
12 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
13 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
14 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
15 standards; that its emission treatment system was designed to de-activate during real-world driving
16 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
17 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
18 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
19 or would have paid less for it, had Defendants not concealed the unauthorized emission control
20 devices.

21 463. Plaintiff, David Kizzia (for the purpose of this paragraph, "Plaintiff"), a citizen of
22 the State of Arizona, residing in the City of Malvern, bought a 2016 Dodge Ram 1500 EcoDiesel®
23 (for the purpose of this paragraph, the "Subject Vehicle") on or about March 10, 2016, at Landers

1 Chrysler Dodge Jeep Ram, an authorized FCA dealer in Benton, Arizona. Plaintiff decided to buy
2 the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
3 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
4 Subject Vehicles were represented as environmentally friendly, having low emissions and good
5 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
6 When Plaintiff went to Landers Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the
7 sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
8 performance. These representations, along with the advertised fuel economy, were among the
9 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
10 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
11 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
12 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
13 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
14 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
15 standards; that its emission treatment system was designed to de-activate during real-world driving
16 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
17 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
18 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
19 or would have paid less for it, had Defendants not concealed the unauthorized emission control
20 devices.

21 464. Plaintiff, Sean Perryman (for the purpose of this paragraph, "Plaintiff"), a citizen
22 of the State of Iowa, residing in the City of Des Moines, bought a 2015 Dodge Ram 1500
23 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about May 17, 2017

1 at Dewey Dodge Chrysler Jeep, an authorized FCA dealer in Ankeny, Iowa. Plaintiff decided to
2 buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle
3 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
4 Subject Vehicles were represented as environmentally friendly, having low emissions and good
5 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
6 When Plaintiff went to Dewey Dodge Chrysler Jeep to purchase the Subject Vehicle, the sales
7 associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
8 performance. These representations, along with the advertised fuel economy, were among the
9 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
10 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
11 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
12 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
13 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
14 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
15 standards; that its emission treatment system was designed to de-activate during real-world driving
16 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
17 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
18 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
19 or would have paid less for it, had Defendants not concealed the unauthorized emission control
20 devices.

21 465. Plaintiff, Jose Mercado (for the purpose of this paragraph, "Plaintiff"), a citizen of
22 the State of New York, residing in the City of Westbury, bought a 2015 Dodge Ram 1500
23 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 1, 2017

1 from private party in Utah. Plaintiff decided to buy the Subject Vehicle based in part on FCA's
2 representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient).
3 Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as
4 environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls
5 seeing television commercials about the Subject Vehicles. When Plaintiff went to private party to
6 purchase the Subject Vehicle, the person touted the Subject Vehicle's EcoDiesel® attributes,
7 including its fuel economy and performance. These representations, along with the advertised fuel
8 economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of
9 purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by
10 emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff
11 aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission
12 control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff
13 would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known
14 that it did not comply with emission standards; that its emission treatment system was designed to
15 de-activate during real-world driving conditions; and that it could not achieve the advertised
16 towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has
17 suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would
18 not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not
19 concealed the unauthorized emission control devices.

20 466. Plaintiff, Debra Ann Guderjahn (for the purpose of this paragraph, "Plaintiff"), a
21 citizen of the State of Montana, residing in the City of Westbury, bought a 2015 Dodge Ram 1500
22 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 1, 2017 at
23 RZ Motors, an authorized FCA dealer in Hettinger, North Dakota. Plaintiff decided to buy the

1 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
2 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
3 Subject Vehicles were represented as environmentally friendly, having low emissions and good
4 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
5 When Plaintiff went to RZ Motors to purchase the Subject Vehicle, the sales associate touted the
6 Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
7 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
8 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
9 could perform as advertised only by emitting NOx at levels that are greater than advertised and
10 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
11 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
12 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
13 would have paid less for it, had he/she known that it did not comply with emission standards; that
14 its emission treatment system was designed to de-activate during real-world driving conditions;
15 and that it could not achieve the advertised towing power, performance, and/or fuel economy
16 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
17 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
18 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

19 467. Plaintiff, Tyrone & April Malambri (for the purpose of this paragraph, "Plaintiff"),
20 citizens of the State of North Carolina, residing in the City of North Carolina, bought a 2014 Dodge
21 Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about
22 October 13, 2018 at Burritt Motors, an authorized FCA dealer in Oswego, New York. Plaintiff
23 decided to buy the Subject Vehicle based in part on FCA's representations that it was an

1 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
2 website, on which the Subject Vehicles were represented as environmentally friendly, having low
3 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
4 Subject Vehicles. When Plaintiff went to Burritt Motors to purchase the Subject Vehicle, the sales
5 associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and
6 performance. These representations, along with the advertised fuel economy, were among the
7 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
8 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
9 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
10 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
11 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
12 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
13 standards; that its emission treatment system was designed to de-activate during real-world driving
14 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
15 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
16 proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle,
17 or would have paid less for it, had Defendants not concealed the unauthorized emission control
18 devices.

19 468. Plaintiff, Dean Kohanyi (for the purpose of this paragraph, “Plaintiff”), a citizen of
20 the State of Pennsylvania, residing in the City of Cranberry Township, bought a 2014 Dodge Ram
21 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about February
22 1, 2016, at Beaver Country Dodge, an authorized FCA dealer in Bever Falls, Pennsylvania.
23 Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an

1 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
2 website, on which the Subject Vehicles were represented as environmentally friendly, having low
3 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
4 Subject Vehicles. When Plaintiff went to Bever Country Dodge to purchase the Subject Vehicle,
5 the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy
6 and performance. These representations, along with the advertised fuel economy, were among the
7 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
8 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
9 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
10 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
11 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
12 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
13 standards; that its emission treatment system was designed to de-activate during real-world driving
14 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
15 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
16 proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle,
17 or would have paid less for it, had Defendants not concealed the unauthorized emission control
18 devices.

19 469. Plaintiff, Michael James Wolbert (for the purpose of this paragraph, “Plaintiff”), a
20 citizen of the State of North Dakota, residing in the City of Minot, bought a 2016 Dodge Ram 1500
21 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about September 9,
22 2016, at Minot Automotive Center, an authorized FCA dealer in Minot, North Dakota. Plaintiff
23 decided to buy the Subject Vehicle based in part on FCA’s representations that it was an

1 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
2 website, on which the Subject Vehicles were represented as environmentally friendly, having low
3 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
4 Subject Vehicles. When Plaintiff went to Minot Automotive Center to purchase the Subject
5 Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel
6 economy and performance. These representations, along with the advertised fuel economy, were
7 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
8 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
9 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
10 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
11 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
12 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
13 emission standards; that its emission treatment system was designed to de-activate during real-
14 world driving conditions; and that it could not achieve the advertised towing power, performance,
15 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
16 direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject
17 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
18 control devices.

19 470. Plaintiff, Steve E. & Sheryl Ridenour (for the purpose of this paragraph,
20 “Plaintiff”), citizens of the State of Oklahoma, residing in the City of Tahlequah, bought a 2014
21 Jeep Grand Cherokee EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or
22 about March 8, 2014, at South Pointe Chrysler Dodge Jeep Ram, an authorized FCA dealer in
23 Tulsa, Oklahoma. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s

1 representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient).
2 Plaintiff recalls visiting the Jeep website, on which the Subject Vehicles were represented as
3 environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls
4 seeing television commercials about the Subject Vehicles. When Plaintiff went to South Pointe
5 Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject
6 Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These
7 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
8 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
9 could perform as advertised only by emitting NOx at levels that are greater than advertised and
10 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
11 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
12 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
13 would have paid less for it, had he/she known that it did not comply with emission standards; that
14 its emission treatment system was designed to de-activate during real-world driving conditions;
15 and that it could not achieve the advertised towing power, performance, and/or fuel economy
16 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
17 result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would
18 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

19 471. Plaintiff, Mark Warren (for the purpose of this paragraph, “Plaintiff”), a citizen of
20 the State of Missouri, residing in the City of Blue Springs, bought a 2014 Jeep Grand Cherokee
21 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about November 1,
22 2014, at Gladstone Dodge, an authorized FCA dealer in Gladstone, Missouri. Plaintiff decided to
23 buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle

(i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Gladstone Dodge to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

472. Plaintiff, Ken Hauck (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Missouri, residing in the City of Imperial, bought a 2015 Jeep Grand Cherokee EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 1, 2015, at Glendale Chrysler Jeep Dodge Ram, an authorized FCA dealer in St. Louis, Missouri. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep

1 website, on which the Subject Vehicles were represented as environmentally friendly, having low
2 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
3 Subject Vehicles. When Plaintiff went to Glendale Chrysler Jeep Dodge Ram to purchase the
4 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
5 its fuel economy and performance. These representations, along with the advertised fuel economy,
6 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
7 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
8 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
9 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
10 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
11 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
12 comply with emission standards; that its emission treatment system was designed to de-activate
13 during real-world driving conditions; and that it could not achieve the advertised towing power,
14 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
15 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
16 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
17 unauthorized emission control devices.

18 473. Plaintiff, Kent Gibbons (for the purpose of this paragraph, "Plaintiff"), a citizen of
19 the State of Iowa, residing in the City of Des Moines, bought a 2015 Dodge Ram 1500 EcoDiesel®
20 (for the purpose of this paragraph, the "Subject Vehicle") on or about August 10, 2015, at Granger
21 Motors, an authorized FCA dealer in Granger, Iowa. Plaintiff decided to buy the Subject Vehicle
22 based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions
23 and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were

1 represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff
2 also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to
3 Granger Motors to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's
4 EcoDiesel® attributes, including its fuel economy and performance. These representations, along
5 with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject
6 Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as
7 advertised only by emitting NOx at levels that are greater than advertised and above legal limits.
8 Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and
9 unauthorized emission control devices designed to cheat emission tests and to deceive consumers
10 and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less
11 for it, had he/she known that it did not comply with emission standards; that its emission treatment
12 system was designed to de-activate during real-world driving conditions; and that it could not
13 achieve the advertised towing power, performance, and/or fuel economy without cheating
14 emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of
15 Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid
16 less for it, had Defendants not concealed the unauthorized emission control devices.

17 474. Plaintiff, Matthew Litterell (for the purpose of this paragraph, "Plaintiff"), a citizen
18 of the State of Oklahoma, residing in the City of Yake, bought a 2016 Dodge Ram 1500
19 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about July 21, 2016,
20 at Bob Moore Chrysler Dodge Jeep Ram of Tulsa, an authorized FCA dealer in Tulsa, Oklahoma.
21 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
22 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
23 website, on which the Subject Vehicles were represented as environmentally friendly, having low

1 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
2 Subject Vehicles. When Plaintiff went to Bob Moore Chrysler Dodge Jeep Ram of Tulsa to
3 purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel®
4 attributes, including its fuel economy and performance. These representations, along with the
5 advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At
6 the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised
7 only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was
8 Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized
9 emission control devices designed to cheat emission tests and to deceive consumers and regulators.
10 Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she
11 known that it did not comply with emission standards; that its emission treatment system was
12 designed to de-activate during real-world driving conditions; and that it could not achieve the
13 advertised towing power, performance, and/or fuel economy without cheating emission tests.
14 Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct,
15 and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants
16 not concealed the unauthorized emission control devices.

17 475. Plaintiff, Glenn Stahl (for the purpose of this paragraph, "Plaintiff"), a citizen of
18 the State of Wisconsin, residing in the City of South Range, bought a 2015 Dodge Ram 1500
19 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about October 1, 2015,
20 at Stevens Point Chrysler Dodge Jeep Ram, an authorized FCA dealer in Stevens Pointe,
21 Wisconsin. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations
22 that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls
23 visiting the Ram website, on which the Subject Vehicles were represented as environmentally

1 friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television
2 commercials about the Subject Vehicles. When Plaintiff went to Stevens Pointe Chrysler Dodge
3 Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's
4 EcoDiesel® attributes, including its fuel economy and performance. These representations, along
5 with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject
6 Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as
7 advertised only by emitting NOx at levels that are greater than advertised and above legal limits.
8 Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and
9 unauthorized emission control devices designed to cheat emission tests and to deceive consumers
10 and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less
11 for it, had he/she known that it did not comply with emission standards; that its emission treatment
12 system was designed to de-activate during real-world driving conditions; and that it could not
13 achieve the advertised towing power, performance, and/or fuel economy without cheating
14 emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of
15 Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid
16 less for it, had Defendants not concealed the unauthorized emission control devices.

17 476. Plaintiff, David Coop (for the purpose of this paragraph, "Plaintiff"), a citizen of
18 the State of Colorado, residing in the City of Parker, bought a 2014 Dodge Ram 1500 EcoDiesel®
19 (for the purpose of this paragraph, the "Subject Vehicle") on or about January 7, 2016, at Street
20 Smart Auto Brokers, an authorized FCA dealer in Colorado Springs, Colorado. Plaintiff decided
21 to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel"
22 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on
23 which the Subject Vehicles were represented as environmentally friendly, having low emissions

1 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
2 Vehicles. When Plaintiff went to Street Smart Auto Brokers to purchase the Subject Vehicle, the
3 sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
4 performance. These representations, along with the advertised fuel economy, were among the
5 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
6 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
7 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
8 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
9 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
10 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
11 standards; that its emission treatment system was designed to de-activate during real-world driving
12 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
13 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
14 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
15 or would have paid less for it, had Defendants not concealed the unauthorized emission control
16 devices.

17 477. Plaintiff, Larry Brown (for the purpose of this paragraph, "Plaintiff"), a citizen of
18 the State of Missouri, residing in the City of Purdy, bought a 2014 Dodge Ram 1500 EcoDiesel®
19 (for the purpose of this paragraph, the "Subject Vehicle") on or about September 1, 2014, at
20 Fletcher Superstore, an authorized FCA dealer in Joplin, Missouri. Plaintiff decided to buy the
21 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
22 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
23 Subject Vehicles were represented as environmentally friendly, having low emissions and good

1 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
2 When Plaintiff went to Fletcher Superstore to purchase the Subject Vehicle, the sales associate
3 touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance.
4 These representations, along with the advertised fuel economy, were among the primary reasons
5 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
6 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
7 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
8 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
9 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
10 would have paid less for it, had he/she known that it did not comply with emission standards; that
11 its emission treatment system was designed to de-activate during real-world driving conditions;
12 and that it could not achieve the advertised towing power, performance, and/or fuel economy
13 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
14 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
15 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

16 478. Plaintiff, Jeff Mely (for the purpose of this paragraph, "Plaintiff"), a citizen of the
17 State of Louisiana, residing in the City of Prairieville, bought a 2016 Dodge Ram 1500 EcoDiesel®
18 (for the purpose of this paragraph, the "Subject Vehicle") on or about April 29, 2016, at Ralph
19 Sellers, an authorized FCA dealer in Gonzales, Louisiana. Plaintiff decided to buy the Subject
20 Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced
21 emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject
22 Vehicles were represented as environmentally friendly, having low emissions and good fuel
23 economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When

1 Plaintiff went to Ralph Sellers to purchase the Subject Vehicle, the sales associate touted the
2 Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
3 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
4 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
5 could perform as advertised only by emitting NOx at levels that are greater than advertised and
6 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
7 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
8 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
9 would have paid less for it, had he/she known that it did not comply with emission standards; that
10 its emission treatment system was designed to de-activate during real-world driving conditions;
11 and that it could not achieve the advertised towing power, performance, and/or fuel economy
12 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
13 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
14 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

15 479. Plaintiff, Brett Wayne (for the purpose of this paragraph, "Plaintiff"), a citizen of
16 the State of Kentucky, residing in the City of Greenville, bought a 2015 Dodge Ram 1500
17 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about October 1, 2016,
18 at Watermark Toyota, an authorized FCA dealer in Madisonville, Kentucky. Plaintiff decided to
19 buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle
20 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
21 Subject Vehicles were represented as environmentally friendly, having low emissions and good
22 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
23 When Plaintiff went to Watermark Toyota to purchase the Subject Vehicle, the sales associate

1 touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance.
2 These representations, along with the advertised fuel economy, were among the primary reasons
3 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
4 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
5 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
6 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
7 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
8 would have paid less for it, had he/she known that it did not comply with emission standards; that
9 its emission treatment system was designed to de-activate during real-world driving conditions;
10 and that it could not achieve the advertised towing power, performance, and/or fuel economy
11 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
12 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
13 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

14 480. Plaintiff, Michael & Deborah Eilert (for the purpose of this paragraph, "Plaintiff"),
15 citizens of the State of Kansas, residing in the City of Derby, bought a 2016 Dodge Ram 1500
16 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about December 23,
17 2015, at Davis Moore, an authorized FCA dealer in Wichita, Kansas. Plaintiff decided to buy the
18 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
19 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
20 Subject Vehicles were represented as environmentally friendly, having low emissions and good
21 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
22 When Plaintiff went to David Moore to purchase the Subject Vehicle, the sales associate touted
23 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These

1 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
2 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
3 could perform as advertised only by emitting NOx at levels that are greater than advertised and
4 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
5 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
6 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
7 would have paid less for it, had he/she known that it did not comply with emission standards; that
8 its emission treatment system was designed to de-activate during real-world driving conditions;
9 and that it could not achieve the advertised towing power, performance, and/or fuel economy
10 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
11 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
12 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

13 481. Plaintiff, Diane & Larry Wilhelm (for the purpose of this paragraph, "Plaintiff"),
14 citizens of the State of Arkansas, residing in the City of Quitman, bought a 2015 Dodge Ram 1500
15 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about April 20, 2015,
16 at Superior Automotive Group, an authorized FCA dealer in Conway, Arkansas. Plaintiff decided
17 to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel"
18 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on
19 which the Subject Vehicles were represented as environmentally friendly, having low emissions
20 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
21 Vehicles. When Plaintiff went to Superior Automotive Group to purchase the Subject Vehicle, the
22 sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
23 performance. These representations, along with the advertised fuel economy, were among the

1 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
2 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
3 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
4 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
5 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
6 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
7 standards; that its emission treatment system was designed to de-activate during real-world driving
8 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
9 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
10 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
11 or would have paid less for it, had Defendants not concealed the unauthorized emission control
12 devices.

13 482. Plaintiff, Mark & Lucretia Kinder (for the purpose of this paragraph, "Plaintiff"),
14 citizens of the State of Missouri, residing in the City of Beulah, bought a 2015 Dodge Ram 1500
15 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about April 2, 2017
16 at Bayird Dodge Chrysler Jeep Ram of West Plains, an authorized FCA dealer in West Plains,
17 Missouri. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that
18 it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting
19 the Ram website, on which the Subject Vehicles were represented as environmentally friendly,
20 having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials
21 about the Subject Vehicles. When Plaintiff went to Bayird Dodge Chrysler Jeep Ram of West
22 Plains to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel®
23 attributes, including its fuel economy and performance. These representations, along with the

1 advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At
2 the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised
3 only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was
4 Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized
5 emission control devices designed to cheat emission tests and to deceive consumers and regulators.
6 Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she
7 known that it did not comply with emission standards; that its emission treatment system was
8 designed to de-activate during real-world driving conditions; and that it could not achieve the
9 advertised towing power, performance, and/or fuel economy without cheating emission tests.
10 Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct,
11 and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants
12 not concealed the unauthorized emission control devices.

13 483. Plaintiff, Heath Minyard (for the purpose of this paragraph, "Plaintiff"), a citizen
14 of the State of Arizona, residing in the City of Bentonville, bought a 2015 Dodge Ram 1500
15 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about February 1,
16 2018 at Steve Landers Toyota NWA, an authorized FCA dealer in Rogers, Arizona. Plaintiff
17 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
18 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
19 website, on which the Subject Vehicles were represented as environmentally friendly, having low
20 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
21 Subject Vehicles. When Plaintiff went to Steve Landers Toyota NWA to purchase the Subject
22 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
23 economy and performance. These representations, along with the advertised fuel economy, were

1 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
2 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
3 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
4 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
5 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
6 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
7 emission standards; that its emission treatment system was designed to de-activate during real-
8 world driving conditions; and that it could not achieve the advertised towing power, performance,
9 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
10 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
11 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
12 control devices.

13 484. Plaintiff, Nathan Townsend (for the purpose of this paragraph, "Plaintiff"), a
14 citizen of the State of Tennessee, residing in the City of Greenbrier, bought a 2015 Dodge Ram
15 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about October
16 1, 2016, at Bill Boruff Chrysler Dodge Jeep Ram, an authorized FCA dealer in Sparta, Tennessee.
17 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
18 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
19 website, on which the Subject Vehicles were represented as environmentally friendly, having low
20 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
21 Subject Vehicles. When Plaintiff went to Bill Boruff Chrysler Dodge Jeep Ram to purchase the
22 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
23 its fuel economy and performance. These representations, along with the advertised fuel economy,

1 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
2 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
3 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
4 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
5 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
6 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
7 comply with emission standards; that its emission treatment system was designed to de-activate
8 during real-world driving conditions; and that it could not achieve the advertised towing power,
9 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
10 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
11 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
12 unauthorized emission control devices.

13 485. Plaintiff, Martin Mannion (for the purpose of this paragraph, "Plaintiff"), a citizen
14 of the State of Florida, residing in the City of Loxahatchee, bought a 2015 Dodge Ram 1500
15 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about November 5,
16 2016, at Arrigo Dodge Chrysler Jeep, an authorized FCA dealer in West Palm Beach, Florida.
17 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
18 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
19 website, on which the Subject Vehicles were represented as environmentally friendly, having low
20 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
21 Subject Vehicles. When Plaintiff went to Arrigo Dodge Chrysler Jeep to purchase the Subject
22 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
23 economy and performance. These representations, along with the advertised fuel economy, were

1 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
2 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
3 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
4 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
5 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
6 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
7 emission standards; that its emission treatment system was designed to de-activate during real-
8 world driving conditions; and that it could not achieve the advertised towing power, performance,
9 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
10 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
11 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
12 control devices.

13 486. Plaintiff, Lisa Marie Murphy (for the purpose of this paragraph, "Plaintiff"), a
14 citizen of the State of Minnesota, residing in the City of Mankato, bought a 2014 Dodge Ram 1500
15 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about November 21,
16 2014, at Woodhouse Chrysler Jeep Dodge Ram, an authorized FCA dealer in Blair, Nebraska.
17 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
18 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
19 website, on which the Subject Vehicles were represented as environmentally friendly, having low
20 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
21 Subject Vehicles. When Plaintiff went to Woodhouse Chrysler Jeep Dodge Ram to purchase the
22 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
23 its fuel economy and performance. These representations, along with the advertised fuel economy,

1 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
2 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
3 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
4 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
5 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
6 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
7 comply with emission standards; that its emission treatment system was designed to de-activate
8 during real-world driving conditions; and that it could not achieve the advertised towing power,
9 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
10 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
11 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
12 unauthorized emission control devices.

13 487. Plaintiff, Clinton Moxey (for the purpose of this paragraph, "Plaintiff"), a citizen
14 of the State of Nevada, residing in the City of Reno, bought a 2016 Dodge Ram 1500 EcoDiesel®
15 (for the purpose of this paragraph, the "Subject Vehicle") on or about July 7, 2017 at Internet Auto
16 Rent and Sales, an authorized FCA dealer in Reno, Nevada. Plaintiff decided to buy the Subject
17 Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced
18 emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject
19 Vehicles were represented as environmentally friendly, having low emissions and good fuel
20 economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When
21 Plaintiff went to Internet Auto Rent and Sales to purchase the Subject Vehicle, the sales associate
22 touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance.
23 These representations, along with the advertised fuel economy, were among the primary reasons

1 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
2 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
3 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
4 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
5 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
6 would have paid less for it, had he/she known that it did not comply with emission standards; that
7 its emission treatment system was designed to de-activate during real-world driving conditions;
8 and that it could not achieve the advertised towing power, performance, and/or fuel economy
9 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
10 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
11 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

12 488. Plaintiff, Marko Seget (for the purpose of this paragraph, "Plaintiff"), a citizen of
13 the State of South Carolina, residing in the City of Woodruff, bought a 2015 Dodge Ram 1500
14 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about November 1,
15 2015, at Coppus Motors, an authorized FCA dealer in Tiffin, Ohio. Plaintiff decided to buy the
16 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
17 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
18 Subject Vehicles were represented as environmentally friendly, having low emissions and good
19 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
20 When Plaintiff went to Coppus Motors to purchase the Subject Vehicle, the sales associate touted
21 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
22 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
23 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle

1 could perform as advertised only by emitting NOx at levels that are greater than advertised and
2 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
3 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
4 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
5 would have paid less for it, had he/she known that it did not comply with emission standards; that
6 its emission treatment system was designed to de-activate during real-world driving conditions;
7 and that it could not achieve the advertised towing power, performance, and/or fuel economy
8 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
9 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
10 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

11 489. Plaintiff, William Coleman (for the purpose of this paragraph, "Plaintiff"), a citizen
12 of the State of Michigan, residing in the City of Belleville, bought a 2015 Dodge Ram 1500
13 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 1, 2015,
14 at Telegraph Chrysler Dodge Jeep Ram, an authorized FCA dealer in Taylor, Michigan. Plaintiff
15 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
16 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
17 website, on which the Subject Vehicles were represented as environmentally friendly, having low
18 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
19 Subject Vehicles. When Plaintiff went to Telegraph Chrysler Dodge Jeep Ram to purchase the
20 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
21 its fuel economy and performance. These representations, along with the advertised fuel economy,
22 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
23 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx

1 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
2 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
3 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
4 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
5 comply with emission standards; that its emission treatment system was designed to de-activate
6 during real-world driving conditions; and that it could not achieve the advertised towing power,
7 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
8 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
9 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
10 unauthorized emission control devices.

11 490. Plaintiff, Donald Harrell (for the purpose of this paragraph, "Plaintiff"), a citizen
12 of the State of North Carolina, residing in the City of Goldsboro, bought a 2016 Dodge Ram 1500
13 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about December 1,
14 2017 at Lee Chrysler Dodge, an authorized FCA dealer in Wilson, North Carolina. Plaintiff
15 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
16 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
17 website, on which the Subject Vehicles were represented as environmentally friendly, having low
18 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
19 Subject Vehicles. When Plaintiff went to Lee Chrysler Dodge to purchase the Subject Vehicle,
20 the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy
21 and performance. These representations, along with the advertised fuel economy, were among the
22 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
23 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater

1 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
2 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
3 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
4 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
5 standards; that its emission treatment system was designed to de-activate during real-world driving
6 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
7 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
8 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
9 or would have paid less for it, had Defendants not concealed the unauthorized emission control
10 devices.

11 491. Plaintiff, Kim Watson (for the purpose of this paragraph, "Plaintiff"), a citizen of
12 the State of Oklahoma, residing in the City of Duncan, bought a 2015 Dodge Ram 1500
13 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about December 30,
14 2016, at Byford Auto Group, an authorized FCA dealer in Duncan, Oklahoma. Plaintiff decided
15 to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel"
16 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on
17 which the Subject Vehicles were represented as environmentally friendly, having low emissions
18 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
19 Vehicles. When Plaintiff went to Byford Auto Group to purchase the Subject Vehicle, the sales
20 associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
21 performance. These representations, along with the advertised fuel economy, were among the
22 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
23 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater

1 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
2 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
3 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
4 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
5 standards; that its emission treatment system was designed to de-activate during real-world driving
6 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
7 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
8 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
9 or would have paid less for it, had Defendants not concealed the unauthorized emission control
10 devices.

11 492. Plaintiff, Jamie A. Walker (for the purpose of this paragraph, "Plaintiff"), a citizen
12 of the State of Wisconsin, residing in the City of Milwaukee, bought a 2016 Dodge Ram 1500
13 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 13, 2018
14 at Ewald Chrysler Jeep Dodge, an authorized FCA dealer in Franklin, Wisconsin. Plaintiff decided
15 to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel"
16 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on
17 which the Subject Vehicles were represented as environmentally friendly, having low emissions
18 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
19 Vehicles. When Plaintiff went to Ewald Chrysler Jeep Dodge to purchase the Subject Vehicle, the
20 sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
21 performance. These representations, along with the advertised fuel economy, were among the
22 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
23 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater

1 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
2 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
3 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
4 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
5 standards; that its emission treatment system was designed to de-activate during real-world driving
6 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
7 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
8 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
9 or would have paid less for it, had Defendants not concealed the unauthorized emission control
10 devices.

11 493. Plaintiff, Cale & Jami Duerstein (for the purpose of this paragraph, "Plaintiff"),
12 citizens of the State of Wisconsin, residing in the City of Muskego, leased a 2016 Dodge Ram
13 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about July 1,
14 2016, at Franklin Chrysler Dodge Jeep Ram, an authorized FCA dealer in Franklin, Tennessee.
15 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
16 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
17 website, on which the Subject Vehicles were represented as environmentally friendly, having low
18 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
19 Subject Vehicles. When Plaintiff went to Franklin Chrysler Dodge Jeep Ram to lease the Subject
20 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
21 economy and performance. These representations, along with the advertised fuel economy, were
22 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of lease, Plaintiff did
23 not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that

1 are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
2 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
3 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have leased the
4 Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
5 emission standards; that its emission treatment system was designed to de-activate during real-
6 world driving conditions; and that it could not achieve the advertised towing power, performance,
7 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
8 direct and proximate result of Defendants' misconduct, and would not have leased the Subject
9 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
10 control devices.

11 494. Plaintiff, Kevin Keefer (for the purpose of this paragraph, "Plaintiff"), a citizen of
12 the State of Virginia, residing in the City of Alexandria, leased a 2016 Jeep Grand Cherokee
13 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about March 31, 2016,
14 at Lustine Chrysler Dodge, an authorized FCA dealer in Woodbridge, Virginia. Plaintiff decided
15 to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel"
16 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on
17 which the Subject Vehicles were represented as environmentally friendly, having low emissions
18 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
19 Vehicles. When Plaintiff went to Lustine Chrysler Dodge to lease the Subject Vehicle, the sales
20 associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
21 performance. These representations, along with the advertised fuel economy, were among the
22 primary reasons Plaintiff chose the Subject Vehicle. At the time of lease, Plaintiff did not know
23 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater

1 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
2 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
3 tests and to deceive consumers and regulators. Plaintiff would not have leased the Subject Vehicle,
4 or would have paid less for it, had he/she known that it did not comply with emission standards;
5 that its emission treatment system was designed to de-activate during real-world driving
6 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
7 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
8 proximate result of Defendants' misconduct, and would not have leased the Subject Vehicle, or
9 would have paid less for it, had Defendants not concealed the unauthorized emission control
10 devices.

11 495. Plaintiff, Stephanie Cromley (for the purpose of this paragraph, "Plaintiff"), a
12 citizen of the State of New Jersey, residing in the City of Franklinville, bought a 2014 Jeep Grand
13 Cherokee EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about
14 February 18, 2014, at Vann Dodge Chrysler, LLC, an authorized FCA dealer in Vineland, new
15 Jersey. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it
16 was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting
17 the Jeep website, on which the Subject Vehicles were represented as environmentally friendly,
18 having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials
19 about the Subject Vehicles. When Plaintiff went to Vann Dodge Chrysler, LLC to purchase the
20 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
21 its fuel economy and performance. These representations, along with the advertised fuel economy,
22 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
23 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx

1 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
2 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
3 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
4 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
5 comply with emission standards; that its emission treatment system was designed to de-activate
6 during real-world driving conditions; and that it could not achieve the advertised towing power,
7 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
8 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
9 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
10 unauthorized emission control devices.

11 496. Plaintiff, Matthew Dean (for the purpose of this paragraph, "Plaintiff"), a citizen
12 of the State of Washington, residing in the City of Tacoma, bought a 2014 Dodge Ram 1500
13 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 1, 2017 at
14 Seattle, WA Chrysler Dodge Jeep, an authorized FCA dealer in Seattle, Washington. Plaintiff
15 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
16 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
17 website, on which the Subject Vehicles were represented as environmentally friendly, having low
18 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
19 Subject Vehicles. When Plaintiff went to Seattle, WA Chrysler Dodge Jeep to purchase the Subject
20 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
21 economy and performance. These representations, along with the advertised fuel economy, were
22 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
23 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels

1 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
2 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
3 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
4 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
5 emission standards; that its emission treatment system was designed to de-activate during real-
6 world driving conditions; and that it could not achieve the advertised towing power, performance,
7 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
8 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
9 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
10 control devices.

11 497. Plaintiff, Amy & David Campbell (for the purpose of this paragraph, "Plaintiff"),
12 citizens of the State of Minnesota, residing in the City of Saint Michael, bought a 2016 Dodge
13 Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about
14 October 1, 2015 at Bernard's Northtown, an authorized FCA dealer in New Richmond, Wisconsin.
15 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
16 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
17 website, on which the Subject Vehicles were represented as environmentally friendly, having low
18 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
19 Subject Vehicles. When Plaintiff went to Bernard's Northtown to purchase the Subject Vehicle,
20 the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy
21 and performance. These representations, along with the advertised fuel economy, were among the
22 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
23 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater

1 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
2 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
3 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
4 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
5 standards; that its emission treatment system was designed to de-activate during real-world driving
6 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
7 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
8 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
9 or would have paid less for it, had Defendants not concealed the unauthorized emission control
10 devices.

11 498. Plaintiff, Alvin McCoy (for the purpose of this paragraph, "Plaintiff"), a citizen of
12 the State of Idaho, residing in the City of Stites, bought a 2016 Dodge Ram 1500 EcoDiesel® (for
13 the purpose of this paragraph, the "Subject Vehicle") on or about October 1, 2015, at Kendall
14 Dodge N/K/A Roger's Motors, an authorized FCA dealer in Lewiston, Idaho. Plaintiff decided to
15 buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle
16 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
17 Subject Vehicles were represented as environmentally friendly, having low emissions and good
18 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
19 When Plaintiff went to Kendall Dodge N/K/A Roger's Motors to purchase the Subject Vehicle,
20 the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy
21 and performance. These representations, along with the advertised fuel economy, were among the
22 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
23 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater

1 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
2 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
3 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
4 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
5 standards; that its emission treatment system was designed to de-activate during real-world driving
6 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
7 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
8 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
9 or would have paid less for it, had Defendants not concealed the unauthorized emission control
10 devices.

11 499. Plaintiff, Robert Morris (for the purpose of this paragraph, "Plaintiff"), a citizen of
12 the State of Utah, residing in the City of Sandy, bought a 2015 Dodge Ram 1500 EcoDiesel® (for
13 the purpose of this paragraph, the "Subject Vehicle") on or about September 30, 2015, at Larry H.
14 Miller Chrysler Jeep Dodge Ram, an authorized FCA dealer in West Bountiful, Utah. Plaintiff
15 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
16 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
17 website, on which the Subject Vehicles were represented as environmentally friendly, having low
18 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
19 Subject Vehicles. When Plaintiff went to Larry H. Miller Chrysler Jeep Dodge Ram to purchase
20 the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes,
21 including its fuel economy and performance. These representations, along with the advertised fuel
22 economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of
23 purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by

1 emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff
2 aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission
3 control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff
4 would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known
5 that it did not comply with emission standards; that its emission treatment system was designed to
6 de-activate during real-world driving conditions; and that it could not achieve the advertised
7 towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has
8 suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would
9 not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not
10 concealed the unauthorized emission control devices.

11 500. Plaintiff, Robert Morris (for the purpose of this paragraph, "Plaintiff"), a citizen of
12 the State of Utah, residing in the City of Sandy, bought a 2016 Dodge Ram 1500 EcoDiesel® (for
13 the purpose of this paragraph, the "Subject Vehicle") on or about June 15, 2016, at Larry H. Miller
14 Chrysler Jeep Dodge Ram, an authorized FCA dealer in West Bountiful, Utah. Plaintiff decided to
15 buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle
16 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
17 Subject Vehicles were represented as environmentally friendly, having low emissions and good
18 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
19 When Plaintiff went to Larry H. Miller Chrysler Jeep Dodge Ram to purchase the Subject Vehicle,
20 the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy
21 and performance. These representations, along with the advertised fuel economy, were among the
22 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
23 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater

1 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
2 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
3 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
4 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
5 standards; that its emission treatment system was designed to de-activate during real-world driving
6 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
7 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
8 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
9 or would have paid less for it, had Defendants not concealed the unauthorized emission control
10 devices.

11 501. Plaintiff, Robert Morris (for the purpose of this paragraph, "Plaintiff"), a citizen of
12 the State of Utah, residing in the City of Sandy, bought a 2014 Dodge Ram 1500 EcoDiesel® (for
13 the purpose of this paragraph, the "Subject Vehicle") on or about September 15, 2014, at Larry H.
14 Miller Chrysler Jeep Dodge Ram, an authorized FCA dealer in Bountiful, Utah. Plaintiff decided
15 to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel"
16 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on
17 which the Subject Vehicles were represented as environmentally friendly, having low emissions
18 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
19 Vehicles. When Plaintiff went to Larry H. Miller Chrysler Jeep Dodge Ram to purchase the
20 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
21 its fuel economy and performance. These representations, along with the advertised fuel economy,
22 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
23 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx

1 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
2 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
3 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
4 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
5 comply with emission standards; that its emission treatment system was designed to de-activate
6 during real-world driving conditions; and that it could not achieve the advertised towing power,
7 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
8 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
9 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
10 unauthorized emission control devices.

11 502. Plaintiff, Kevin Ruehle (for the purpose of this paragraph, "Plaintiff"), a citizen of
12 the State of new Jersey, residing in the City of Butler, bought a 2016 Dodge Ram 1500 EcoDiesel®
13 (for the purpose of this paragraph, the "Subject Vehicle") on or about June 1, 2016, at Ramsey
14 Chrysler Jeep Dodge Ram, an authorized FCA dealer in Ramsey, New Jersey. Plaintiff decided to
15 buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle
16 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
17 Subject Vehicles were represented as environmentally friendly, having low emissions and good
18 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
19 When Plaintiff went to Ramsey Chrysler Jeep Dodge Ram to purchase the Subject Vehicle, the
20 sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
21 performance. These representations, along with the advertised fuel economy, were among the
22 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
23 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater

1 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
2 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
3 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
4 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
5 standards; that its emission treatment system was designed to de-activate during real-world driving
6 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
7 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
8 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
9 or would have paid less for it, had Defendants not concealed the unauthorized emission control
10 devices.

11 503. Plaintiff, Kevin Crew (for the purpose of this paragraph, "Plaintiff"), a citizen of
12 the State of Alabama, residing in the City of Dothan, bought a 2015 Dodge Ram 1500 EcoDiesel®
13 (for the purpose of this paragraph, the "Subject Vehicle") on or about January 2, 2015, at Dothan
14 Chrysler Dodge Jeep Ram, an authorized FCA dealer in Dothan, Alabama. Plaintiff decided to buy
15 the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
16 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
17 Subject Vehicles were represented as environmentally friendly, having low emissions and good
18 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
19 When Plaintiff went to Donthan Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the
20 sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
21 performance. These representations, along with the advertised fuel economy, were among the
22 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
23 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater

1 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
2 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
3 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
4 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
5 standards; that its emission treatment system was designed to de-activate during real-world driving
6 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
7 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
8 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
9 or would have paid less for it, had Defendants not concealed the unauthorized emission control
10 devices.

11 504. Plaintiff, John Corbin (for the purpose of this paragraph, "Plaintiff"), a citizen of
12 the State of Alabama, residing in the City of Opelika, bought a 2015 Dodge Ram 1500 EcoDiesel®
13 (for the purpose of this paragraph, the "Subject Vehicle") on or about February 2, 2017 at T R
14 Motor Co., an authorized FCA dealer in Opelina, Alabama. Plaintiff decided to buy the Subject
15 Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced
16 emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject
17 Vehicles were represented as environmentally friendly, having low emissions and good fuel
18 economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When
19 Plaintiff went to T R Motor Co. to purchase the Subject Vehicle, the sales associate touted the
20 Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
21 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
22 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
23 could perform as advertised only by emitting NOx at levels that are greater than advertised and

1 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
2 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
3 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
4 would have paid less for it, had he/she known that it did not comply with emission standards; that
5 its emission treatment system was designed to de-activate during real-world driving conditions;
6 and that it could not achieve the advertised towing power, performance, and/or fuel economy
7 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
8 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
9 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

10 505. Plaintiff, Robert Mayer (for the purpose of this paragraph, "Plaintiff"), a citizen of
11 the State of Alabama, residing in the City of Springfield, bought a 2015 Dodge Ram 1500
12 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about May 12, 2015,
13 at Champion Chrysler Dodge Jeep Ram, an authorized FCA dealer in Gulfport, Mississippi.
14 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
15 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
16 website, on which the Subject Vehicles were represented as environmentally friendly, having low
17 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
18 Subject Vehicles. When Plaintiff went to Champion Chrysler Dodge Jeep Ram to purchase the
19 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
20 its fuel economy and performance. These representations, along with the advertised fuel economy,
21 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
22 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
23 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her

1 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
2 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
3 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
4 comply with emission standards; that its emission treatment system was designed to de-activate
5 during real-world driving conditions; and that it could not achieve the advertised towing power,
6 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
7 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
8 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
9 unauthorized emission control devices.

10 506. Plaintiff, Robert Southern (for the purpose of this paragraph, "Plaintiff"), a citizen
11 of the State of Alabama, residing in the City of Oneonta, bought a 2015 Dodge Ram 1500
12 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about February 1,
13 2016, at Team One Chrysler Dodge Jeep Ram of Gadsden, an authorized FCA dealer in Gadsden,
14 Alabama. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that
15 it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting
16 the Ram website, on which the Subject Vehicles were represented as environmentally friendly,
17 having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials
18 about the Subject Vehicles. When Plaintiff went to Team One Chrysler Dodge Jeep Ram of
19 Gadsden to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's
20 EcoDiesel® attributes, including its fuel economy and performance. These representations, along
21 with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject
22 Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as
23 advertised only by emitting NOx at levels that are greater than advertised and above legal limits.

1 Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and
2 unauthorized emission control devices designed to cheat emission tests and to deceive consumers
3 and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less
4 for it, had he/she known that it did not comply with emission standards; that its emission treatment
5 system was designed to de-activate during real-world driving conditions; and that it could not
6 achieve the advertised towing power, performance, and/or fuel economy without cheating
7 emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of
8 Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid
9 less for it, had Defendants not concealed the unauthorized emission control devices.

10 507. Plaintiff, Micah Hill (for the purpose of this paragraph, "Plaintiff"), a citizen of the
11 State of Alabama, residing in the City of Tuscaloosa, bought a 2014 Dodge Ram 1500 EcoDiesel®
12 (for the purpose of this paragraph, the "Subject Vehicle") on or about October 15, 2016, at Don
13 Jackson, an authorized FCA dealer in Union City, Georgia. Plaintiff decided to buy the Subject
14 Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced
15 emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject
16 Vehicles were represented as environmentally friendly, having low emissions and good fuel
17 economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When
18 Plaintiff went to Don Jackson to purchase the Subject Vehicle, the sales associate touted the
19 Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
20 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
21 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
22 could perform as advertised only by emitting NOx at levels that are greater than advertised and
23 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with

1 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
2 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
3 would have paid less for it, had he/she known that it did not comply with emission standards; that
4 its emission treatment system was designed to de-activate during real-world driving conditions;
5 and that it could not achieve the advertised towing power, performance, and/or fuel economy
6 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
7 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
8 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

9 508. Plaintiff, James Washington (for the purpose of this paragraph, "Plaintiff"), a
10 citizen of the State of Alabama, residing in the City of Cottondale, bought a 2015 Dodge Ram
11 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about May 1,
12 2015, at Academy Chrysler Dodge Jeep Ram, an authorized FCA dealer in Bessemer, Alabama.
13 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
14 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
15 website, on which the Subject Vehicles were represented as environmentally friendly, having low
16 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
17 Subject Vehicles. When Plaintiff went to Academy Chrysler Dodge Jeep Ram to purchase the
18 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
19 its fuel economy and performance. These representations, along with the advertised fuel economy,
20 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
21 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
22 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
23 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices

1 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
2 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
3 comply with emission standards; that its emission treatment system was designed to de-activate
4 during real-world driving conditions; and that it could not achieve the advertised towing power,
5 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
6 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
7 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
8 unauthorized emission control devices.

9 509. Plaintiff, Quinn Breland (for the purpose of this paragraph, "Plaintiff"), a citizen
10 of the State of Alabama, residing in the City of Theodore, bought a 2015 Dodge Ram 1500
11 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 1, 2018 at
12 Mullinax Ford of Mobile, an authorized FCA dealer in Mobile, Alabama. Plaintiff decided to buy
13 the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
14 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
15 Subject Vehicles were represented as environmentally friendly, having low emissions and good
16 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
17 When Plaintiff went to Mullinax Ford of Mobile to purchase the Subject Vehicle, the sales
18 associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
19 performance. These representations, along with the advertised fuel economy, were among the
20 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
21 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
22 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
23 equipped with undisclosed and unauthorized emission control devices designed to cheat emission

1 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
2 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
3 standards; that its emission treatment system was designed to de-activate during real-world driving
4 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
5 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
6 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
7 or would have paid less for it, had Defendants not concealed the unauthorized emission control
8 devices.

9 510. Plaintiff, Mike Shelton (for the purpose of this paragraph, "Plaintiff"), a citizen of
10 the State of Alabama, residing in the City of Troy, bought a 2014 Jeep Grand Cherokee
11 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about January 12,
12 2015, at Rocky Williams Premier Budget Cars and Trucks, an authorized FCA dealer in Lebanon,
13 Tennessee. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations
14 that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls
15 visiting the Jeep website, on which the Subject Vehicles were represented as environmentally
16 friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television
17 commercials about the Subject Vehicles. When Plaintiff went to Rocky Williams Premier Budget
18 Cars and Trucks to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's
19 EcoDiesel® attributes, including its fuel economy and performance. These representations, along
20 with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject
21 Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as
22 advertised only by emitting NOx at levels that are greater than advertised and above legal limits.
23 Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and

1 unauthorized emission control devices designed to cheat emission tests and to deceive consumers
2 and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less
3 for it, had he/she known that it did not comply with emission standards; that its emission treatment
4 system was designed to de-activate during real-world driving conditions; and that it could not
5 achieve the advertised towing power, performance, and/or fuel economy without cheating
6 emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of
7 Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid
8 less for it, had Defendants not concealed the unauthorized emission control devices.

9 511. Plaintiff, Greg Cain (for the purpose of this paragraph, "Plaintiff"), a citizen of the
10 State of Alabama, residing in the City of Bessemer, bought a 2016 Dodge Ram 1500 EcoDiesel®
11 (for the purpose of this paragraph, the "Subject Vehicle") on or about February 17, 2016, at
12 Hendrick Dodge Ram, an authorized FCA dealer in Cary, North Carolina. Plaintiff decided to buy
13 the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
14 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
15 Subject Vehicles were represented as environmentally friendly, having low emissions and good
16 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
17 When Plaintiff went to Hendrick Dodge Ram to purchase the Subject Vehicle, the sales associate
18 touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance.
19 These representations, along with the advertised fuel economy, were among the primary reasons
20 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
21 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
22 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
23 undisclosed and unauthorized emission control devices designed to cheat emission tests and to

1 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
2 would have paid less for it, had he/she known that it did not comply with emission standards; that
3 its emission treatment system was designed to de-activate during real-world driving conditions;
4 and that it could not achieve the advertised towing power, performance, and/or fuel economy
5 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
6 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
7 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

8 512. Plaintiff, Randal Stephens (for the purpose of this paragraph, "Plaintiff"), a citizen
9 of the State of Alabama, residing in the City of Waterloo, bought a 2015 Dodge Ram 1500
10 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about March 1, 2016,
11 at University Chrysler Dodge Jeep Ram, an authorized FCA dealer in Florence, Alabama. Plaintiff
12 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
13 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
14 website, on which the Subject Vehicles were represented as environmentally friendly, having low
15 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
16 Subject Vehicles. When Plaintiff went to University Chrysler Dodge Jeep Ram to purchase the
17 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
18 its fuel economy and performance. These representations, along with the advertised fuel economy,
19 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
20 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
21 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
22 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
23 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have

1 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
2 comply with emission standards; that its emission treatment system was designed to de-activate
3 during real-world driving conditions; and that it could not achieve the advertised towing power,
4 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
5 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
6 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
7 unauthorized emission control devices.

8 513. Plaintiff, Alonzo Thomas Stone (for the purpose of this paragraph, "Plaintiff"), a
9 citizen of the State of Florida, residing in the City of Pensacola, bought a 2016 Dodge Ram 1500
10 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about January 1, 2016,
11 at Peach Ford, an authorized FCA dealer in Brewton, Alabama. Plaintiff decided to buy the Subject
12 Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced
13 emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject
14 Vehicles were represented as environmentally friendly, having low emissions and good fuel
15 economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When
16 Plaintiff went to Peach Ford to purchase the Subject Vehicle, the sales associate touted the Subject
17 Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
18 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
19 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
20 could perform as advertised only by emitting NOx at levels that are greater than advertised and
21 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
22 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
23 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or

1 would have paid less for it, had he/she known that it did not comply with emission standards; that
2 its emission treatment system was designed to de-activate during real-world driving conditions;
3 and that it could not achieve the advertised towing power, performance, and/or fuel economy
4 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
5 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
6 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

7 514. Plaintiff, Tyler Bridgeman (for the purpose of this paragraph, "Plaintiff"), a citizen
8 of the State of Alabama, residing in the City of Haleyville, bought a 2016 Dodge Ram 1500
9 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 29, 2018
10 at Williams Subaru of Charlotte, an authorized FCA dealer in Charlotte, North Carolina. Plaintiff
11 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
12 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
13 website, on which the Subject Vehicles were represented as environmentally friendly, having low
14 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
15 Subject Vehicles. When Plaintiff went to Williams Subaru of Charlotte to purchase the Subject
16 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
17 economy and performance. These representations, along with the advertised fuel economy, were
18 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
19 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
20 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
21 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
22 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
23 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with

1 emission standards; that its emission treatment system was designed to de-activate during real-
2 world driving conditions; and that it could not achieve the advertised towing power, performance,
3 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
4 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
5 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
6 control devices.

7 515. Plaintiff, Jimmy Yeager (for the purpose of this paragraph, "Plaintiff"), a citizen of
8 the State of Mississippi, residing in the City of Cleveland, bought a 2014 Dodge Ram 1500
9 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about March 1, 2014,
10 at James Ceranti Motors Inc., an authorized FCA dealer in Greenville, Mississippi. Plaintiff
11 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
12 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
13 website, on which the Subject Vehicles were represented as environmentally friendly, having low
14 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
15 Subject Vehicles. When Plaintiff went to James Ceranti Motors Inc. to purchase the Subject
16 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
17 economy and performance. These representations, along with the advertised fuel economy, were
18 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
19 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
20 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
21 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
22 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
23 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with

1 emission standards; that its emission treatment system was designed to de-activate during real-
2 world driving conditions; and that it could not achieve the advertised towing power, performance,
3 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
4 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
5 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
6 control devices.

7 516. Plaintiff, Scott Langley (for the purpose of this paragraph, "Plaintiff"), a citizen of
8 the State of Mississippi, residing in the City of Bogue Chitto, bought a 2016 Dodge Ram 1500
9 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about February 1,
10 2017 at Rainbow Chrysler Dodge Jeep Ram of McComb, LLC, an authorized FCA dealer in
11 McComb, Mississippi. Plaintiff decided to buy the Subject Vehicle based in part on FCA's
12 representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient).
13 Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as
14 environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls
15 seeing television commercials about the Subject Vehicles. When Plaintiff went to Rainbow
16 Chrysler Dodge Jeep Ram McComb, LLC to purchase the Subject Vehicle, the sales associate
17 touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance.
18 These representations, along with the advertised fuel economy, were among the primary reasons
19 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
20 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
21 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
22 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
23 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or

1 would have paid less for it, had he/she known that it did not comply with emission standards; that
2 its emission treatment system was designed to de-activate during real-world driving conditions;
3 and that it could not achieve the advertised towing power, performance, and/or fuel economy
4 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
5 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
6 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

7 517. Plaintiff, Chris Breaux (for the purpose of this paragraph, "Plaintiff"), a citizen of
8 the State of Tennessee, residing in the City of Kiln, bought a 2015 Dodge Ram 1500 EcoDiesel®
9 (for the purpose of this paragraph, the "Subject Vehicle") on or about January 1, 2018 at
10 Autonation Chrysler Dodge Jeep Ram Katy an authorized FCA dealer in Katy, Tennessee. Plaintiff
11 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
12 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
13 website, on which the Subject Vehicles were represented as environmentally friendly, having low
14 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
15 Subject Vehicles. When Plaintiff went to Autonation Chrysler Dodge Jeep Ram Katy to purchase
16 the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes,
17 including its fuel economy and performance. These representations, along with the advertised fuel
18 economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of
19 purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by
20 emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff
21 aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission
22 control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff
23 would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known

1 that it did not comply with emission standards; that its emission treatment system was designed to
2 de-activate during real-world driving conditions; and that it could not achieve the advertised
3 towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has
4 suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would
5 not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not
6 concealed the unauthorized emission control devices.

7 518. Plaintiffs, Curtis and Debbie McDaniel (for the purpose of this paragraph,
8 "Plaintiffs"), citizens of the State of Mississippi, residing in the City of Gautier, bought a 2015
9 Dodge Ram1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or
10 about May 1, 2016, at Champion Chrysler Dodge Jeep Ram, an authorized FCA dealer in Gulfport,
11 Mississippi. Plaintiffs decided to buy the Subject Vehicle based in part on FCA's representations
12 that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiffs recall
13 visiting the Ram website, on which the Subject Vehicles were represented as environmentally
14 friendly, having low emissions and good fuel economy. Plaintiffs also recall seeing television
15 commercials about the Subject Vehicles. When Plaintiffs went to Champion Chrysler Dodge Jeep
16 Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel®
17 attributes, including its fuel economy and performance. These representations, along with the
18 advertised fuel economy, were among the primary reasons Plaintiffs chose the Subject Vehicle. At
19 the time of purchase, Plaintiffs did not know that the Subject Vehicle could perform as advertised
20 only by emitting NOx at levels that are greater than advertised and above legal limits. Nor were
21 Plaintiffs aware that Subject Vehicle was equipped with undisclosed and unauthorized emission
22 control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiffs
23 would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known

1 that it did not comply with emission standards; that its emission treatment system was designed to
2 de-activate during real-world driving conditions; and that it could not achieve the advertised
3 towing power, performance, and/or fuel economy without cheating emission tests. Plaintiffs have
4 suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would
5 not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not
6 concealed the unauthorized emission control devices.

7 519. Plaintiff, Tammy Frazier (for the purpose of this paragraph, "Plaintiff"), a citizen
8 of the State of Mississippi, residing in the City of Jackson, bought a 2015 Dodge Ram 1500
9 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about August 1, 2015,
10 at Mac Haik Jackson Chrysler Dodge Jeep Ram, an authorized FCA dealer in Jackson, Mississippi.
11 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
12 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
13 website, on which the Subject Vehicles were represented as environmentally friendly, having low
14 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
15 Subject Vehicles. When Plaintiff went to Mac Haik Jackson Chrysler Dodge Jeep Ram to purchase
16 the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes,
17 including its fuel economy and performance. These representations, along with the advertised fuel
18 economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of
19 purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by
20 emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff
21 aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission
22 control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff
23 would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known

1 that it did not comply with emission standards; that its emission treatment system was designed to
2 de-activate during real-world driving conditions; and that it could not achieve the advertised
3 towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has
4 suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would
5 not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not
6 concealed the unauthorized emission control devices.

7 520. Plaintiff, Bobby Wallace (for the purpose of this paragraph, "Plaintiff"), a citizen
8 of the State of Mississippi, residing in the City of Fulton, bought a 2014 Dodge Ram 1500
9 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about December 16,
10 2017 at Carlock Chrysler Dodge Ram Jeep, an authorized FCA dealer in Saltillo, Mississippi.
11 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
12 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
13 website, on which the Subject Vehicles were represented as environmentally friendly, having low
14 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
15 Subject Vehicles. When Plaintiff went to Carlock Chrysler Dodge Ram Jeep to purchase the
16 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
17 its fuel economy and performance. These representations, along with the advertised fuel economy,
18 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
19 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
20 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
21 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
22 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
23 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not

1 comply with emission standards; that its emission treatment system was designed to de-activate
2 during real-world driving conditions; and that it could not achieve the advertised towing power,
3 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
4 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
5 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
6 unauthorized emission control devices.

7 521. Plaintiff, Edward Jones (for the purpose of this paragraph, "Plaintiff"), a citizen of
8 the State of Missouri, residing in the City of Montgomery, bought a 2016 Dodge Ram 1500
9 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about April 23, 2016,
10 at Maczuk Chrysler Inc. d/b/a Scheider Dodge Chrysler Jeep, an authorized FCA dealer in
11 Hermann, Missouri. Plaintiff decided to buy the Subject Vehicle based in part on FCA's
12 representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient).
13 Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as
14 environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls
15 seeing television commercials about the Subject Vehicles. When Plaintiff went to Maczuk
16 Chrysler Inc. d/b/a Scheider Dodge Chrysler Jeep to purchase the Subject Vehicle, the sales
17 associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
18 performance. These representations, along with the advertised fuel economy, were among the
19 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
20 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
21 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
22 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
23 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject

1 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
2 standards; that its emission treatment system was designed to de-activate during real-world driving
3 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
4 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
5 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
6 or would have paid less for it, had Defendants not concealed the unauthorized emission control
7 devices.

8 522. Plaintiff, Clifton Bailey (for the purpose of this paragraph, "Plaintiff"), a citizen of
9 the State of Mississippi, residing in the City of Webb, bought a 2016 Dodge Ram 1500 EcoDiesel®
10 (for the purpose of this paragraph, the "Subject Vehicle") on or about August 19, 2017 at Landers
11 Chrysler Dodge Jeep, LLC, an authorized FCA dealer in Southaven, Mississippi. Plaintiff decided
12 to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel"
13 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on
14 which the Subject Vehicles were represented as environmentally friendly, having low emissions
15 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
16 Vehicles. When Plaintiff went to Landers Chrysler Dodge Jeep, LLC. to purchase the Subject
17 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
18 economy and performance. These representations, along with the advertised fuel economy, were
19 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
20 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
21 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
22 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
23 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased

1 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
2 emission standards; that its emission treatment system was designed to de-activate during real-
3 world driving conditions; and that it could not achieve the advertised towing power, performance,
4 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
5 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
6 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
7 control devices.

8 523. Plaintiff, Roger T. Ingram (for the purpose of this paragraph, "Plaintiff"), a citizen
9 of the State of Mississippi, residing in the City of West, bought a 2015 Dodge Ram 1500
10 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about August 13,
11 2015, at Sunset Chrysler, an authorized FCA dealer in Grenada, Mississippi. Plaintiff decided to
12 buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle
13 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
14 Subject Vehicles were represented as environmentally friendly, having low emissions and good
15 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
16 When Plaintiff went to Sunset Chrysler to purchase the Subject Vehicle, the sales associate touted
17 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
18 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
19 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
20 could perform as advertised only by emitting NOx at levels that are greater than advertised and
21 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
22 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
23 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or

1 would have paid less for it, had he/she known that it did not comply with emission standards; that
2 its emission treatment system was designed to de-activate during real-world driving conditions;
3 and that it could not achieve the advertised towing power, performance, and/or fuel economy
4 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
5 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
6 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

7 524. Plaintiff, Greg Gaskins (for the purpose of this paragraph, "Plaintiff"), a citizen of
8 the State of Tennessee, residing in the City of Newbern, bought a 2014 Dodge Ram 1500
9 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about February 1,
10 2018 at Homer – Skelton Ford, an authorized FCA dealer in Olive Branch, Mississippi. Plaintiff
11 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
12 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
13 website, on which the Subject Vehicles were represented as environmentally friendly, having low
14 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
15 Subject Vehicles. When Plaintiff went to Homer – Skelton Ford to purchase the Subject Vehicle,
16 the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy
17 and performance. These representations, along with the advertised fuel economy, were among the
18 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
19 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
20 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
21 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
22 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
23 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission

1 standards; that its emission treatment system was designed to de-activate during real-world driving
2 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
3 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
4 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
5 or would have paid less for it, had Defendants not concealed the unauthorized emission control
6 devices.

7 525. Plaintiff, Christopher Bond (for the purpose of this paragraph, "Plaintiff"), a citizen
8 of the State of Mississippi, residing in the City of Lucedale, bought a 2015 Dodge Ram 1500
9 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about May 23, 2018
10 at Hill Kelly Dodge Chrysler Jeep Ram, an authorized FCA dealer in Pensacola, Florida. Plaintiff
11 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
12 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
13 website, on which the Subject Vehicles were represented as environmentally friendly, having low
14 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
15 Subject Vehicles. When Plaintiff went to Hill Kelly Dodge Chrysler Jeep Ram to purchase the
16 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
17 its fuel economy and performance. These representations, along with the advertised fuel economy,
18 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
19 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
20 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
21 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
22 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
23 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not

1 comply with emission standards; that its emission treatment system was designed to de-activate
2 during real-world driving conditions; and that it could not achieve the advertised towing power,
3 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
4 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
5 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
6 unauthorized emission control devices.

7 526. Plaintiff, Beaux Martin (for the purpose of this paragraph, "Plaintiff"), a citizen of
8 the State of Louisiana, residing in the City of Monroe, bought a 2014 Jeep Grand Cherokee
9 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about March 30, 2018
10 at George Carr Buick, an authorized FCA dealer in Vicksburg, Mississippi. Plaintiff decided to
11 buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle
12 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the
13 Subject Vehicles were represented as environmentally friendly, having low emissions and good
14 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
15 When Plaintiff went to George Carr Buick to purchase the Subject Vehicle, the sales associate
16 touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance.
17 These representations, along with the advertised fuel economy, were among the primary reasons
18 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
19 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
20 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
21 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
22 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
23 would have paid less for it, had he/she known that it did not comply with emission standards; that

1 its emission treatment system was designed to de-activate during real-world driving conditions;
2 and that it could not achieve the advertised towing power, performance, and/or fuel economy
3 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
4 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
5 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

6 527. Plaintiff, Jeffrey Cook (for the purpose of this paragraph, "Plaintiff"), a citizen of
7 the State of West Virginia, residing in the City of Pinch, bought a 2015 Dodge Ram 1500
8 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about August 16,
9 2015, at Auto World of Big Stone Gap, an authorized FCA dealer in Big Stone Gap, Virginia.
10 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
11 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
12 website, on which the Subject Vehicles were represented as environmentally friendly, having low
13 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
14 Subject Vehicles. When Plaintiff went to Auto World of Big Stone Gap to purchase the Subject
15 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
16 economy and performance. These representations, along with the advertised fuel economy, were
17 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
18 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
19 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
20 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
21 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
22 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
23 emission standards; that its emission treatment system was designed to de-activate during real-

1 world driving conditions; and that it could not achieve the advertised towing power, performance,
2 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
3 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
4 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
5 control devices.

6 528. Plaintiff, Gregory Burnette, D.O. (for the purpose of this paragraph, "Plaintiff"), a
7 citizen of the State of West Virginia, residing in the City of Elkview, bought a 2015 Jeep Grand
8 Cherokee EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about
9 October 28, 2015, at Dutch Miller, an authorized FCA dealer in Charleston, West Virginia.
10 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
11 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep
12 website, on which the Subject Vehicles were represented as environmentally friendly, having low
13 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
14 Subject Vehicles. When Plaintiff went to Dutch Miller to purchase the Subject Vehicle, the sales
15 associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
16 performance. These representations, along with the advertised fuel economy, were among the
17 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
18 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
19 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
20 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
21 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
22 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
23 standards; that its emission treatment system was designed to de-activate during real-world driving

1 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
2 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
3 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
4 or would have paid less for it, had Defendants not concealed the unauthorized emission control
5 devices.

6 529. Plaintiff, Thomas Taylor (for the purpose of this paragraph, "Plaintiff"), a citizen
7 of the State of West Virginia, residing in the City of Charleston, bought a 2014 Dodge Ram 1500
8 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about August 29, 2014
9 at Dutch Miller Dodge, an authorized FCA dealer in South Charleston, West Virginia. Plaintiff
10 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
11 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
12 website, on which the Subject Vehicles were represented as environmentally friendly, having low
13 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
14 Subject Vehicles. When Plaintiff went to Dutch Miller Dodge to purchase the Subject Vehicle,
15 the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy
16 and performance. These representations, along with the advertised fuel economy, were among the
17 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
18 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
19 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
20 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
21 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
22 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
23 standards; that its emission treatment system was designed to de-activate during real-world driving

1 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
2 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
3 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
4 or would have paid less for it, had Defendants not concealed the unauthorized emission control
5 devices.

6 530. Plaintiff, Dustin Louden (for the purpose of this paragraph, "Plaintiff"), a citizen
7 of the State of West Virginia, residing in the City of Clarksburg, bought a 2016 Dodge Ram 1500
8 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about February 1,
9 2016, at Country Club Chrysler Dodge Jeep Ram, an authorized FCA dealer in Clarksburg, West
10 Virginia. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that
11 it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting
12 the Ram website, on which the Subject Vehicles were represented as environmentally friendly,
13 having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials
14 about the Subject Vehicles. When Plaintiff went to Country Club Chrysler Dodge Jeep Ram to
15 purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel®
16 attributes, including its fuel economy and performance. These representations, along with the
17 advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At
18 the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised
19 only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was
20 Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized
21 emission control devices designed to cheat emission tests and to deceive consumers and regulators.
22 Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she
23 known that it did not comply with emission standards; that its emission treatment system was

1 designed to de-activate during real-world driving conditions; and that it could not achieve the
2 advertised towing power, performance, and/or fuel economy without cheating emission tests.
3 Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct,
4 and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants
5 not concealed the unauthorized emission control devices.

6 531. Plaintiff, Jerry Barnett (for the purpose of this paragraph, "Plaintiff"), a citizen of
7 the State of West Virginia, residing in the City of Elkview, bought a 2015 Dodge Ram 1500
8 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about January 14,
9 2016, at Kindle Chrysler Jeep Dodge, an authorized FCA dealer in Cape May Court House, New
10 Jersey. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it
11 was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting
12 the Ram website, on which the Subject Vehicles were represented as environmentally friendly,
13 having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials
14 about the Subject Vehicles. When Plaintiff went to Kindle Chrysler Jeep Dodge to purchase the
15 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
16 its fuel economy and performance. These representations, along with the advertised fuel economy,
17 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
18 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
19 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
20 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
21 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
22 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
23 comply with emission standards; that its emission treatment system was designed to de-activate

1 during real-world driving conditions; and that it could not achieve the advertised towing power,
2 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
3 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
4 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
5 unauthorized emission control devices.

6 532. Plaintiff, Brianna Clay (for the purpose of this paragraph, "Plaintiff"), a citizen of
7 the State of West Virginia, residing in the City of Danese, bought a 2014 Dodge Ram 1500
8 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about September 22,
9 2017 at Sheets Chrysler Jeep Dodge Ram, an authorized FCA dealer in Beckley, West Virginia.
10 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
11 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
12 website, on which the Subject Vehicles were represented as environmentally friendly, having low
13 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
14 Subject Vehicles. When Plaintiff went to Sheets Chrysler Jeep Dodge Ram to purchase the Subject
15 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
16 economy and performance. These representations, along with the advertised fuel economy, were
17 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
18 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
19 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
20 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
21 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
22 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
23 emission standards; that its emission treatment system was designed to de-activate during real-

1 world driving conditions; and that it could not achieve the advertised towing power, performance,
2 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
3 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
4 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
5 control devices.

6 533. Plaintiff, Roger Workman (for the purpose of this paragraph, "Plaintiff"), a citizen
7 of the State of West Virginia, residing in the City of West Virginia, bought a 2014 Jeep Grand
8 Cherokee EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about
9 October 15, 2015, at Dutch Miller of Charleston, an authorized FCA dealer in Charleston, West
10 Virginia. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that
11 it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting
12 the Jeep website, on which the Subject Vehicles were represented as environmentally friendly,
13 having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials
14 about the Subject Vehicles. When Plaintiff went to Dutch Miller of Charleston to purchase the
15 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
16 its fuel economy and performance. These representations, along with the advertised fuel economy,
17 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
18 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
19 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
20 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
21 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
22 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
23 comply with emission standards; that its emission treatment system was designed to de-activate

1 during real-world driving conditions; and that it could not achieve the advertised towing power,
2 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
3 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
4 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
5 unauthorized emission control devices.

6 534. Plaintiff, Sage Seifert (for the purpose of this paragraph, "Plaintiff"), a citizen of
7 the State of West Virginia, residing in the City of Fairmont, bought a 2015 Dodge Ram 1500
8 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about August 6, 2015,
9 at Earth Dodge, an authorized FCA dealer in White Hall, West Virginia. Plaintiff decided to buy
10 the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
11 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
12 Subject Vehicles were represented as environmentally friendly, having low emissions and good
13 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
14 When Plaintiff went to Earth Dodge to purchase the Subject Vehicle, the sales associate touted the
15 Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
16 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
17 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
18 could perform as advertised only by emitting NOx at levels that are greater than advertised and
19 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
20 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
21 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
22 would have paid less for it, had he/she known that it did not comply with emission standards; that
23 its emission treatment system was designed to de-activate during real-world driving conditions;

1 and that it could not achieve the advertised towing power, performance, and/or fuel economy
2 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
3 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
4 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

5 535. Plaintiff, Brandon Saddler (for the purpose of this paragraph, "Plaintiff"), a citizen
6 of the State of West Virginia, residing in the City of Princeton, bought a 2014 Dodge Ram 1500
7 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about July 4, 2017 at
8 Ramey Chevrolet, an authorized FCA dealer in North Tazewell, Virginia. Plaintiff decided to buy
9 the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
10 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
11 Subject Vehicles were represented as environmentally friendly, having low emissions and good
12 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
13 When Plaintiff went to Ramney Chevrolet to purchase the Subject Vehicle, the sales associate
14 touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance.
15 These representations, along with the advertised fuel economy, were among the primary reasons
16 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
17 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
18 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
19 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
20 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
21 would have paid less for it, had he/she known that it did not comply with emission standards; that
22 its emission treatment system was designed to de-activate during real-world driving conditions;
23 and that it could not achieve the advertised towing power, performance, and/or fuel economy

1 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
2 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
3 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

4 536. Plaintiff, Mike Rumney (for the purpose of this paragraph, "Plaintiff"), a citizen of
5 the State of West Virginia, residing in the City of Fairmont, bought a 2015 Dodge Ram 1500
6 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about May 11, 2018
7 at Jim Shorkey Family Auto Group, an authorized FCA dealer in Irwin, Pennsylvania. Plaintiff
8 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
9 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
10 website, on which the Subject Vehicles were represented as environmentally friendly, having low
11 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
12 Subject Vehicles. When Plaintiff went to Jim Shorkey Family Auto Group to purchase the Subject
13 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
14 economy and performance. These representations, along with the advertised fuel economy, were
15 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
16 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
17 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
18 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
19 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
20 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
21 emission standards; that its emission treatment system was designed to de-activate during real-
22 world driving conditions; and that it could not achieve the advertised towing power, performance,
23 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a

1 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
2 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
3 control devices.

4 537. Plaintiffs, Jody L. & Cindy L. Danielson (for the purpose of this paragraph,
5 "Plaintiffs"), citizens of the State of West Virginia, residing in the City of Saint Mary's, bought a
6 2014 Jeep Grand Cherokee EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle")
7 on or about April 22, 2014, at Astro Buick GMC, an authorized FCA dealer in White Hall, West
8 Virginia. Plaintiffs decided to buy the Subject Vehicle based in part on FCA's representations that
9 it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiffs recall visiting
10 the Ram website, on which the Subject Vehicles were represented as environmentally friendly,
11 having low emissions and good fuel economy. Plaintiffs also recall seeing television commercials
12 about the Subject Vehicles. When Plaintiffs went to Astro Buick GMC to purchase the Subject
13 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
14 economy and performance. These representations, along with the advertised fuel economy, were
15 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiffs
16 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
17 that are greater than advertised and above legal limits. Nor were Plaintiffs aware that Subject
18 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
19 cheat emission tests and to deceive consumers and regulators. Plaintiffs would not have purchased
20 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
21 emission standards; that its emission treatment system was designed to de-activate during real-
22 world driving conditions; and that it could not achieve the advertised towing power, performance,
23 and/or fuel economy without cheating emission tests. Plaintiffs have suffered a concrete injury as

1 a direct and proximate result of Defendants' misconduct, and would not have purchased the
2 Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized
3 emission control devices.

4 538. Plaintiff, Emily K. Blankenship (for the purpose of this paragraph, "Plaintiff"), a
5 citizen of the State of West Virginia, residing in the City of Birch River, bought a 2014 Jeep Grand
6 Cherokee EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June
7 3, 2017 at Lambert Buick-GMC, Inc., an authorized FCA dealer in Cuyahoga Falls, Ohio. Plaintiff
8 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
9 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep
10 website, on which the Subject Vehicles were represented as environmentally friendly, having low
11 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
12 Subject Vehicles. When Plaintiff went to Lambert Buick-GMC, Inc. to purchase the Subject
13 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
14 economy and performance. These representations, along with the advertised fuel economy, were
15 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
16 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
17 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
18 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
19 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
20 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
21 emission standards; that its emission treatment system was designed to de-activate during real-
22 world driving conditions; and that it could not achieve the advertised towing power, performance,
23 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a

1 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
2 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
3 control devices.

4 539. Plaintiff, Jackie Lynn Clark, Jr. (for the purpose of this paragraph, "Plaintiff"), a
5 citizen of the State of West Virginia, residing in the City of Albright, bought a 2015 Dodge Ram
6 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about March 1,
7 2015, at Urse Chrysler Dodge Jeep, an authorized FCA dealer in White Hall, West Virginia.
8 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
9 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
10 website, on which the Subject Vehicles were represented as environmentally friendly, having low
11 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
12 Subject Vehicles. When Plaintiff went to Urse Chrysler Dodge Jeep to purchase the Subject
13 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
14 economy and performance. These representations, along with the advertised fuel economy, were
15 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
16 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
17 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
18 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
19 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
20 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
21 emission standards; that its emission treatment system was designed to de-activate during real-
22 world driving conditions; and that it could not achieve the advertised towing power, performance,
23 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a

1 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
2 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
3 control devices.

4 540. Plaintiff, Roy Jones (for the purpose of this paragraph, "Plaintiff"), a citizen of the
5 State of West Virginia, residing in the City of Kingwood, bought a 2016 Dodge Ram 1500
6 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about March 1, 2016,
7 at Victory Dodge Jeep Ram, an authorized FCA dealer in Kingwood, West Virginia. Plaintiff
8 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
9 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
10 website, on which the Subject Vehicles were represented as environmentally friendly, having low
11 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
12 Subject Vehicles. When Plaintiff went to Victory Dodge Jeep Ram to purchase the Subject
13 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
14 economy and performance. These representations, along with the advertised fuel economy, were
15 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
16 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
17 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
18 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
19 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
20 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
21 emission standards; that its emission treatment system was designed to de-activate during real-
22 world driving conditions; and that it could not achieve the advertised towing power, performance,
23 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a

1 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
2 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
3 control devices.

4 541. Plaintiff, James Slone (for the purpose of this paragraph, "Plaintiff"), a citizen of
5 the State of West Virginia, residing in the City of Huntington, bought a 2016 Dodge Ram 1500
6 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about September 14,
7 2016, at Kernersville Chrysler Dodge Jeep Ram, an authorized FCA dealer in Kernersville, West
8 Virginia. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that
9 it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting
10 the Ram website, on which the Subject Vehicles were represented as environmentally friendly,
11 having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials
12 about the Subject Vehicles. When Plaintiff went to Kernersville Chrysler Dodge Jeep Ram to
13 purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel®
14 attributes, including its fuel economy and performance. These representations, along with the
15 advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At
16 the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised
17 only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was
18 Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized
19 emission control devices designed to cheat emission tests and to deceive consumers and regulators.
20 Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she
21 known that it did not comply with emission standards; that its emission treatment system was
22 designed to de-activate during real-world driving conditions; and that it could not achieve the
23 advertised towing power, performance, and/or fuel economy without cheating emission tests.

1 Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct,
2 and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants
3 not concealed the unauthorized emission control devices.

4 542. Plaintiff, Jason Royer (for the purpose of this paragraph, "Plaintiff"), a citizen of
5 the State of Wyoming, residing in the City of Cheyenne, bought a 2015 Dodge Ram 1500
6 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about December 29,
7 2014, at Cowboy Dodge, an authorized FCA dealer in Cheyenne, Wyoming. Plaintiff decided to
8 buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle
9 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
10 Subject Vehicles were represented as environmentally friendly, having low emissions and good
11 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
12 When Plaintiff went to Cowboy Dodge to purchase the Subject Vehicle, the sales associate touted
13 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
14 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
15 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
16 could perform as advertised only by emitting NOx at levels that are greater than advertised and
17 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
18 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
19 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
20 would have paid less for it, had he/she known that it did not comply with emission standards; that
21 its emission treatment system was designed to de-activate during real-world driving conditions;
22 and that it could not achieve the advertised towing power, performance, and/or fuel economy
23 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate

1 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
2 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

3 543. Plaintiff, Beverly Gayle VanArkel (for the purpose of this paragraph, "Plaintiff"),
4 a citizen of the State of Wyoming, residing in the City of Hot Springs, bought a 2015 Jeep Grand
5 Cherokee EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about
6 September 20, 2015 at Dave Smith Motors, an authorized FCA dealer in Kellogg, Idaho. Plaintiff
7 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
8 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep
9 website, on which the Subject Vehicles were represented as environmentally friendly, having low
10 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
11 Subject Vehicles. When Plaintiff went to Dave Smith Motors to purchase the Subject Vehicle, the
12 sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
13 performance. These representations, along with the advertised fuel economy, were among the
14 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
15 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
16 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
17 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
18 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
19 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
20 standards; that its emission treatment system was designed to de-activate during real-world driving
21 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
22 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
23 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,

1 or would have paid less for it, had Defendants not concealed the unauthorized emission control
2 devices.

3 544. Plaintiff, James B. Valliere (for the purpose of this paragraph, “Plaintiff”), a citizen
4 of the State of Wyoming, residing in the City of Rawlins, bought a 2015 Dodge Ram 1500
5 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about December 1,
6 2015, at Dallin Motors, an authorized FCA dealer in Rawlins, Wyoming. Plaintiff decided to buy
7 the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e.,
8 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
9 Subject Vehicles were represented as environmentally friendly, having low emissions and good
10 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
11 When Plaintiff went to Dallin Motors to purchase the Subject Vehicle, the sales associate touted
12 the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These
13 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
14 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
15 could perform as advertised only by emitting NOx at levels that are greater than advertised and
16 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
17 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
18 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
19 would have paid less for it, had he/she known that it did not comply with emission standards; that
20 its emission treatment system was designed to de-activate during real-world driving conditions;
21 and that it could not achieve the advertised towing power, performance, and/or fuel economy
22 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
23 result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would

1 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

2 545. Plaintiff, Anthony Knezovich (for the purpose of this paragraph, “Plaintiff”), a
3 citizen of the State of Wyoming, residing in the City of Cheyenne, bought a 2015 Dodge Ram
4 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about November
5 3, 2015, at Fremont Motor Casper, an authorized FCA dealer in Casper, Wyoming. Plaintiff
6 decided to buy the Subject Vehicle based in part on FCA’s representations that it was an
7 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
8 website, on which the Subject Vehicles were represented as environmentally friendly, having low
9 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
10 Subject Vehicles. When Plaintiff went to Fremont Motor Casper to purchase the Subject Vehicle,
11 the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy
12 and performance. These representations, along with the advertised fuel economy, were among the
13 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
14 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
15 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
16 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
17 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
18 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
19 standards; that its emission treatment system was designed to de-activate during real-world driving
20 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
21 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
22 proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle,
23 or would have paid less for it, had Defendants not concealed the unauthorized emission control

1 devices.

2 546. Plaintiff, Rick Stone (for the purpose of this paragraph, “Plaintiff”), a citizen of the
3 State of Wyoming, residing in the City of Lander, bought a 2016 Dodge Ram 1500 EcoDiesel®
4 (for the purpose of this paragraph, the “Subject Vehicle”) on or about April 21, 2017 at Mountain
5 Home Auto Ranch, an authorized FCA dealer in Mountain Home, Idaho. Plaintiff decided to buy
6 the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e.,
7 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
8 Subject Vehicles were represented as environmentally friendly, having low emissions and good
9 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
10 When Plaintiff went to Mountain Home Auto Ranch to purchase the Subject Vehicle, the sales
11 associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and
12 performance. These representations, along with the advertised fuel economy, were among the
13 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
14 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
15 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
16 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
17 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
18 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
19 standards; that its emission treatment system was designed to de-activate during real-world driving
20 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
21 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
22 proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle,
23 or would have paid less for it, had Defendants not concealed the unauthorized emission control

1 devices.

2 547. Plaintiff, Rick Stone (for the purpose of this paragraph, “Plaintiff”), a citizen of the
3 State of Wyoming, residing in the City of Lander, bought a 2015 Dodge Ram 1500 EcoDiesel®
4 (for the purpose of this paragraph, the “Subject Vehicle”) on or about June 20, 2015, at Peterson
5 Dodge Chrysler Jeep Ram, an authorized FCA dealer in Nampa, Idaho. Plaintiff decided to buy
6 the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e.,
7 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
8 Subject Vehicles were represented as environmentally friendly, having low emissions and good
9 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
10 When Plaintiff went to Peterson Dodge Chrysler Jeep Ram to purchase the Subject Vehicle, the
11 sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and
12 performance. These representations, along with the advertised fuel economy, were among the
13 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
14 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
15 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
16 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
17 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
18 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
19 standards; that its emission treatment system was designed to de-activate during real-world driving
20 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
21 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
22 proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle,
23 or would have paid less for it, had Defendants not concealed the unauthorized emission control

1 devices.

2 548. Plaintiff, Calvin Taylor (for the purpose of this paragraph, “Plaintiff”), a citizen of
3 the State of Wyoming, residing in the City of Gillette, bought a 2015 Dodge Ram 1500 EcoDiesel®
4 (for the purpose of this paragraph, the “Subject Vehicle”) on or about December 28, 2015, at
5 Fremont Motor Casper, an authorized FCA dealer in Casper, Wyoming. Plaintiff decided to buy
6 the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e.,
7 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
8 Subject Vehicles were represented as environmentally friendly, having low emissions and good
9 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
10 When Plaintiff went to Fremont Motor Casper to purchase the Subject Vehicle, the sales associate
11 touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance.
12 These representations, along with the advertised fuel economy, were among the primary reasons
13 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
14 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
15 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
16 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
17 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
18 would have paid less for it, had he/she known that it did not comply with emission standards; that
19 its emission treatment system was designed to de-activate during real-world driving conditions;
20 and that it could not achieve the advertised towing power, performance, and/or fuel economy
21 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
22 result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would
23 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

1 549. Plaintiffs, Wayne and Becky Bennett (for the purpose of this paragraph,
2 “Plaintiffs”), a citizen of the State of Wyoming, residing in the City of Lyman, bought a 2014
3 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or
4 about March 1, 2014, at Fremont Motor Rock Springs Inc., an authorized FCA dealer in Rock
5 Springs, Wyoming. Plaintiffs decided to buy the Subject Vehicle based in part on FCA’s
6 representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient).
7 Plaintiffs recall visiting the Ram website, on which the Subject Vehicles were represented as
8 environmentally friendly, having low emissions and good fuel economy. Plaintiffs also recall
9 seeing television commercials about the Subject Vehicles. When Plaintiffs went to Fremont Motor
10 Rock Springs Inc. to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s
11 EcoDiesel® attributes, including its fuel economy and performance. These representations, along
12 with the advertised fuel economy, were among the primary reasons Plaintiffs chose the Subject
13 Vehicle. At the time of purchase, Plaintiffs did not know that the Subject Vehicle could perform
14 as advertised only by emitting NOx at levels that are greater than advertised and above legal limits.
15 Nor were Plaintiffs aware that his/her Subject Vehicle was equipped with undisclosed and
16 unauthorized emission control devices designed to cheat emission tests and to deceive consumers
17 and regulators. Plaintiffs would not have purchased the Subject Vehicle, or would have paid less
18 for it, had he/she known that it did not comply with emission standards; that its emission treatment
19 system was designed to de-activate during real-world driving conditions; and that it could not
20 achieve the advertised towing power, performance, and/or fuel economy without cheating
21 emission tests. Plaintiffs have suffered a concrete injury as a direct and proximate result of
22 Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid
23 less for it, had Defendants not concealed the unauthorized emission control devices.

1 550. Plaintiff, Allen Wallis (for the purpose of this paragraph, “Plaintiff”), a citizen of
2 the State of Oklahoma, residing in the City of Broken Arrow, bought a 2015 Dodge Ram 1500
3 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about August 25, 2018
4 at Henryetta Ford, an authorized FCA dealer in Henryetta, Oklahoma. Plaintiff decided to buy the
5 Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e.,
6 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
7 Subject Vehicles were represented as environmentally friendly, having low emissions and good
8 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
9 When Plaintiff went to Henryetta Ford to purchase the Subject Vehicle, the sales associate touted
10 the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These
11 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
12 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
13 could perform as advertised only by emitting NOx at levels that are greater than advertised and
14 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
15 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
16 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
17 would have paid less for it, had he/she known that it did not comply with emission standards; that
18 its emission treatment system was designed to de-activate during real-world driving conditions;
19 and that it could not achieve the advertised towing power, performance, and/or fuel economy
20 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
21 result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would
22 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

23 551. Plaintiff, Jack Pudzis (for the purpose of this paragraph, “Plaintiff”), a citizen of

1 the State of Illinois, residing in the City of Algonquin, bought a 2014 Dodge Ram 1500
2 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about December 17,
3 2015, at Feeney Dodge Chrysler, an authorized FCA dealer in St. Elgin, Illinois. Plaintiff decided
4 to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel”
5 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on
6 which the Subject Vehicles were represented as environmentally friendly, having low emissions
7 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
8 Vehicles. When Plaintiff went to Feeney Dodge Chrysler to purchase the Subject Vehicle, the
9 sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and
10 performance. These representations, along with the advertised fuel economy, were among the
11 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
12 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
13 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
14 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
15 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
16 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
17 standards; that its emission treatment system was designed to de-activate during real-world driving
18 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
19 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
20 proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle,
21 or would have paid less for it, had Defendants not concealed the unauthorized emission control
22 devices.

23 552. Plaintiff, Roland Marsh (for the purpose of this paragraph, “Plaintiff”), a citizen of

1 the State of new Jersey, residing in the City of Mays Landing, bought a 2015 Dodge Ram 1500
2 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about May 1, 2014,
3 at Cherry Hill Dodge, an authorized FCA dealer in West Cherry Hill, New Jersey. Plaintiff decided
4 to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel”
5 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on
6 which the Subject Vehicles were represented as environmentally friendly, having low emissions
7 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
8 Vehicles. When Plaintiff went to Cherry Hill Dodge to purchase the Subject Vehicle, the sales
9 associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and
10 performance. These representations, along with the advertised fuel economy, were among the
11 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
12 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
13 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
14 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
15 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
16 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
17 standards; that its emission treatment system was designed to de-activate during real-world driving
18 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
19 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
20 proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle,
21 or would have paid less for it, had Defendants not concealed the unauthorized emission control
22 devices.

23 553. Plaintiff, Dawn & James McDonald (for the purpose of this paragraph, “Plaintiff”),

1 citizens of the State of Missouri, residing in the City of Adrian, bought a 2015 Dodge Ram 1500
2 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about August 4, 2018
3 at Jeremy Franklin Mitsubishi, an authorized FCA dealer in Kansas City, Missouri. Plaintiff
4 decided to buy the Subject Vehicle based in part on FCA’s representations that it was an
5 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
6 website, on which the Subject Vehicles were represented as environmentally friendly, having low
7 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
8 Subject Vehicles. When Plaintiff went to Jeremy Franklin Mitsubishi to purchase the Subject
9 Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel
10 economy and performance. These representations, along with the advertised fuel economy, were
11 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
12 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
13 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
14 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
15 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
16 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
17 emission standards; that its emission treatment system was designed to de-activate during real-
18 world driving conditions; and that it could not achieve the advertised towing power, performance,
19 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
20 direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject
21 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
22 control devices.

23 554. Plaintiff, Christopher Rivera (for the purpose of this paragraph, “Plaintiff”), a

1 citizen of the State of Wisconsin, residing in the City of Broken Arrow, bought a 2014 Dodge Ram
2 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about March 22,
3 2014, at Rudig Jensen Ford Chrysler Dodge Jeep Ram, an authorized FCA dealer in New Lisbon,
4 Wisconsin. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations
5 that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls
6 visiting the Ram website, on which the Subject Vehicles were represented as environmentally
7 friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television
8 commercials about the Subject Vehicles. When Plaintiff went to Rudig Jensen Ford Chrysler
9 Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s
10 EcoDiesel® attributes, including its fuel economy and performance. These representations, along
11 with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject
12 Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as
13 advertised only by emitting NOx at levels that are greater than advertised and above legal limits.
14 Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and
15 unauthorized emission control devices designed to cheat emission tests and to deceive consumers
16 and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less
17 for it, had he/she known that it did not comply with emission standards; that its emission treatment
18 system was designed to de-activate during real-world driving conditions; and that it could not
19 achieve the advertised towing power, performance, and/or fuel economy without cheating
20 emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of
21 Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid
22 less for it, had Defendants not concealed the unauthorized emission control devices.

23 555. Plaintiff, Kent Hall (for the purpose of this paragraph, “Plaintiff”), a citizen of the

1 State of Tennessee, residing in the City of Soddy Daisy, bought a 2015 Dodge Ram 1500
2 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about May 1, 2015,
3 at Russell Barnett Chrysler Dodge Jeep Inc., an authorized FCA dealer in Winchester, Tennessee.
4 Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an
5 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
6 website, on which the Subject Vehicles were represented as environmentally friendly, having low
7 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
8 Subject Vehicles. When Plaintiff went to Russell Barnett Chrysler Dodge Jeep Inc. to purchase
9 the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes,
10 including its fuel economy and performance. These representations, along with the advertised fuel
11 economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of
12 purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by
13 emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff
14 aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission
15 control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff
16 would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known
17 that it did not comply with emission standards; that its emission treatment system was designed to
18 de-activate during real-world driving conditions; and that it could not achieve the advertised
19 towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has
20 suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would
21 not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not
22 concealed the unauthorized emission control devices.

23 556. Plaintiff, Marcus Aaron Hemsley (for the purpose of this paragraph, “Plaintiff”), a

1 citizen of the State of Maryland residing in the City of Pomfret, bought a 2014 Dodge Ram 1500
2 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about May 16, 2018,
3 at Healey Brothers, an authorized FCA dealer in Beacon, New York. Plaintiff decided to buy the
4 Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e.,
5 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
6 Subject Vehicles were represented as environmentally friendly, having low emissions and good
7 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
8 When Plaintiff went to Healey Brothers to purchase the Subject Vehicle, the sales associate touted
9 the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These
10 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
11 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
12 could perform as advertised only by emitting NOx at levels that are greater than advertised and
13 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
14 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
15 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
16 would have paid less for it, had he/she known that it did not comply with emission standards; that
17 its emission treatment system was designed to de-activate during real-world driving conditions;
18 and that it could not achieve the advertised towing power, performance, and/or fuel economy
19 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
20 result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would
21 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

22 557. Plaintiff, Richard & Carol Huff (for the purpose of this paragraph, “Plaintiff”),
23 citizens of the State of Idaho residing in the City of Rigby, bought a 2014 Dodge Ram 1500

1 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about May 1, 2016,
2 at Hatch Motors, an authorized FCA dealer in Show Low, Arizona. Plaintiff decided to buy the
3 Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e.,
4 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
5 Subject Vehicles were represented as environmentally friendly, having low emissions and good
6 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
7 When Plaintiff went to ** to purchase the Subject Vehicle, the sales associate touted the Subject
8 Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These
9 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
10 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
11 could perform as advertised only by emitting NOx at levels that are greater than advertised and
12 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
13 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
14 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
15 would have paid less for it, had he/she known that it did not comply with emission standards; that
16 its emission treatment system was designed to de-activate during real-world driving conditions;
17 and that it could not achieve the advertised towing power, performance, and/or fuel economy
18 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
19 result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would
20 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

21 558. Plaintiff, Kyle M. Griffey (for the purpose of this paragraph, “Plaintiff”), a citizen
22 of the State of Scottsdale residing in the City of Arizona, bought a 2015 Dodge Ram 1500
23 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about June 30, 2015,

1 at Airpark Chrysler Jeep, an authorized FCA dealer in Scottsdale, Arizona. Plaintiff decided to
2 buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle
3 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
4 Subject Vehicles were represented as environmentally friendly, having low emissions and good
5 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
6 When Plaintiff went to Airpark Chrysler Jeep to purchase the Subject Vehicle, the sales associate
7 touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance.
8 These representations, along with the advertised fuel economy, were among the primary reasons
9 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
10 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
11 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
12 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
13 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
14 would have paid less for it, had he/she known that it did not comply with emission standards; that
15 its emission treatment system was designed to de-activate during real-world driving conditions;
16 and that it could not achieve the advertised towing power, performance, and/or fuel economy
17 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
18 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
19 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

20 559. Plaintiff, Calvin Burrus, III (for the purpose of this paragraph, "Plaintiff"), a citizen
21 of the State of North Carolina residing in the City of Buxton, bought a 2015 Dodge Ram 1500
22 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about December 29,
23 2015, at Hendrick Dodge, an authorized FCA dealer in Cary, North Carolina. Plaintiff decided to

1 buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle
2 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
3 Subject Vehicles were represented as environmentally friendly, having low emissions and good
4 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
5 When Plaintiff went to Hendrick Dodge to purchase the Subject Vehicle, the sales associate touted
6 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
7 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
8 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
9 could perform as advertised only by emitting NOx at levels that are greater than advertised and
10 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
11 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
12 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
13 would have paid less for it, had he/she known that it did not comply with emission standards; that
14 its emission treatment system was designed to de-activate during real-world driving conditions;
15 and that it could not achieve the advertised towing power, performance, and/or fuel economy
16 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
17 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
18 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

19 560. Plaintiff, Scott Banks (for the purpose of this paragraph, "Plaintiff"), a citizen of
20 the State of Nevada residing in the City of Spring Creek, bought a 2016 Dodge Ram 1500
21 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about October 1, 2016,
22 at Elko Motor Company, an authorized FCA dealer in Elko, Nevada. Plaintiff decided to buy the
23 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,

1 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
2 Subject Vehicles were represented as environmentally friendly, having low emissions and good
3 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
4 When Plaintiff went to Elko Motor to purchase the Subject Vehicle, the sales associate touted the
5 Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
6 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
7 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
8 could perform as advertised only by emitting NOx at levels that are greater than advertised and
9 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
10 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
11 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
12 would have paid less for it, had he/she known that it did not comply with emission standards; that
13 its emission treatment system was designed to de-activate during real-world driving conditions;
14 and that it could not achieve the advertised towing power, performance, and/or fuel economy
15 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
16 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
17 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

18 561. Plaintiff, Michael Shaak & Susie Patterson (for the purpose of this paragraph,
19 "Plaintiff"), citizens of the State of Idaho residing in the City of Caldwell, bought a 2015 Dodge
20 Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about
21 February 1, 2018, at Larry H. Miller Subaru Boise, an authorized FCA dealer in Boise, Idaho.
22 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
23 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram

1 website, on which the Subject Vehicles were represented as environmentally friendly, having low
2 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
3 Subject Vehicles. When Plaintiff went to Larry H. Miller Subaru Boise to purchase the Subject
4 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
5 economy and performance. These representations, along with the advertised fuel economy, were
6 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
7 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
8 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
9 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
10 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
11 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
12 emission standards; that its emission treatment system was designed to de-activate during real-
13 world driving conditions; and that it could not achieve the advertised towing power, performance,
14 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
15 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
16 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
17 control devices.

18 562. Plaintiff, Frank Fernandez (for the purpose of this paragraph, "Plaintiff"), a citizen
19 of the State of New York residing in the City of Johnstown, bought a 2015 Dodge Ram 1500
20 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 11, 2018,
21 at Finger Lakes Auto Group, LLC, an authorized FCA dealer in Seneca, Falls. Plaintiff decided to
22 buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle
23 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the

1 Subject Vehicles were represented as environmentally friendly, having low emissions and good
2 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
3 When Plaintiff went to Finger Lakes Auto Group, LLC to purchase the Subject Vehicle, the sales
4 associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
5 performance. These representations, along with the advertised fuel economy, were among the
6 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
7 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
8 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
9 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
10 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
11 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
12 standards; that its emission treatment system was designed to de-activate during real-world driving
13 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
14 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
15 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
16 or would have paid less for it, had Defendants not concealed the unauthorized emission control
17 devices.

18 563. Plaintiff, Joshua Wilson (for the purpose of this paragraph, "Plaintiff"), a citizen of
19 the State of Missouri residing in the City of Belton, bought a 2014 Jeep Grand Cherokee
20 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about November 12,
21 2014, at Landmark South Dodge Chrysler Jeep Ram, an authorized FCA dealer in Belton,
22 Missouri. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that
23 it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting

1 the Ram website, on which the Subject Vehicles were represented as environmentally friendly,
2 having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials
3 about the Subject Vehicles. When Plaintiff went to Landmark South Dodge Chrysler Jeep Ram to
4 purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel®
5 attributes, including its fuel economy and performance. These representations, along with the
6 advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At
7 the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised
8 only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was
9 Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized
10 emission control devices designed to cheat emission tests and to deceive consumers and regulators.
11 Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she
12 known that it did not comply with emission standards; that its emission treatment system was
13 designed to de-activate during real-world driving conditions; and that it could not achieve the
14 advertised towing power, performance, and/or fuel economy without cheating emission tests.
15 Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct,
16 and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants
17 not concealed the unauthorized emission control devices.

18 564. Plaintiff, LaVerne Brace (for the purpose of this paragraph, "Plaintiff"), a citizen
19 of the State of New York residing in the City of Cattaraugus, bought a 2015 Jeep Grand Cherokee
20 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about February 24,
21 2015, at Dave Warren Chrysler Dodge Jeep Ram, an authorized FCA dealer in Jamestown, New
22 York. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it
23 was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting

1 the Ram website, on which the Subject Vehicles were represented as environmentally friendly,
2 having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials
3 about the Subject Vehicles. When Plaintiff went to Dave Warren Chrysler Dodge Jeep Ram to
4 purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel®
5 attributes, including its fuel economy and performance. These representations, along with the
6 advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At
7 the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised
8 only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was
9 Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized
10 emission control devices designed to cheat emission tests and to deceive consumers and regulators.
11 Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she
12 known that it did not comply with emission standards; that its emission treatment system was
13 designed to de-activate during real-world driving conditions; and that it could not achieve the
14 advertised towing power, performance, and/or fuel economy without cheating emission tests.
15 Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct,
16 and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants
17 not concealed the unauthorized emission control devices.

18 565. Plaintiff, Dennis Begin (for the purpose of this paragraph, "Plaintiff"), a citizen of
19 the State of Rhode Island residing in the City of Riverside, bought a 2015 Dodge Ram 1500
20 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about January 16,
21 2015, at Elmwood Dodge, an authorized FCA dealer in East Providence, Rhode Island. Plaintiff
22 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
23 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram

1 website, on which the Subject Vehicles were represented as environmentally friendly, having low
2 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
3 Subject Vehicles. When Plaintiff went to Elmwood Dodge to purchase the Subject Vehicle, the
4 sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
5 performance. These representations, along with the advertised fuel economy, were among the
6 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
7 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
8 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
9 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
10 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
11 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
12 standards; that its emission treatment system was designed to de-activate during real-world driving
13 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
14 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
15 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
16 or would have paid less for it, had Defendants not concealed the unauthorized emission control
17 devices.

18 566. Plaintiff, John & Shirley Hecker (for the purpose of this paragraph, "Plaintiff"),
19 citizens of the State of Ohio residing in the City of New Bloomington, bought a 2016 Dodge Ram
20 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about August
21 31, 2016, at Mathews Dodge Chrysler Jeep Inc., an authorized FCA dealer in Marion, Ohio.
22 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
23 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram

1 website, on which the Subject Vehicles were represented as environmentally friendly, having low
2 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
3 Subject Vehicles. When Plaintiff went to Mathews Dodge Chrysler Jeep Inc. to purchase the
4 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
5 its fuel economy and performance. These representations, along with the advertised fuel economy,
6 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
7 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
8 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
9 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
10 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
11 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
12 comply with emission standards; that its emission treatment system was designed to de-activate
13 during real-world driving conditions; and that it could not achieve the advertised towing power,
14 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
15 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
16 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
17 unauthorized emission control devices.

18 567. Plaintiff, Donald Raymond Dixon (for the purpose of this paragraph, "Plaintiff"),
19 a citizen of the State of Iowa residing in the City of Bellevue, bought a 2014 Dodge Ram 1500
20 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 20, 2017,
21 at Turpin Dodge, an authorized FCA dealer in Dubuque, Iowa. Plaintiff decided to buy the Subject
22 Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced
23 emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject

1 Vehicles were represented as environmentally friendly, having low emissions and good fuel
2 economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When
3 Plaintiff went to Turpin Dodge to purchase the Subject Vehicle, the sales associate touted the
4 Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
5 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
6 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
7 could perform as advertised only by emitting NOx at levels that are greater than advertised and
8 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
9 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
10 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
11 would have paid less for it, had he/she known that it did not comply with emission standards; that
12 its emission treatment system was designed to de-activate during real-world driving conditions;
13 and that it could not achieve the advertised towing power, performance, and/or fuel economy
14 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
15 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
16 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

17 568. Plaintiff, Ricardo C. & Michelle Calla (for the purpose of this paragraph,
18 "Plaintiff"), citizens of the State of Pennsylvania residing in the City of Halifax, bought a 2015
19 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or
20 about April 26, 2016, at Forrer Chrysler Dodge Ram Jeep, an authorized FCA dealer in
21 Duncannon, Pennsylvania. Plaintiff decided to buy the Subject Vehicle based in part on FCA's
22 representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient).
23 Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as

1 environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls
2 seeing television commercials about the Subject Vehicles. When Plaintiff went to Forrer Chrysler
3 Dodge Ram Jeep to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's
4 EcoDiesel® attributes, including its fuel economy and performance. These representations, along
5 with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject
6 Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as
7 advertised only by emitting NOx at levels that are greater than advertised and above legal limits.
8 Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and
9 unauthorized emission control devices designed to cheat emission tests and to deceive consumers
10 and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less
11 for it, had he/she known that it did not comply with emission standards; that its emission treatment
12 system was designed to de-activate during real-world driving conditions; and that it could not
13 achieve the advertised towing power, performance, and/or fuel economy without cheating
14 emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of
15 Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid
16 less for it, had Defendants not concealed the unauthorized emission control devices.

17 569. Plaintiff, Travis Ray Burwell (for the purpose of this paragraph, "Plaintiff"), a
18 citizen of the State of Pennsylvania residing in the City of Clarksville, bought a 2016 Dodge Ram
19 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about December
20 13, 2017, at Ron Lewis Chrysler Dodge Jeep Ram Pleasant Hills, an authorized FCA dealer in
21 Pittsburgh, Pennsylvania. Plaintiff decided to buy the Subject Vehicle based in part on FCA's
22 representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient).
23 Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as

1 environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls
2 seeing television commercials about the Subject Vehicles. When Plaintiff went to Ron Lewis
3 Chrysler Dodge Jeep Ram Pleasant Hills to purchase the Subject Vehicle, the sales associate touted
4 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
5 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
6 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
7 could perform as advertised only by emitting NOx at levels that are greater than advertised and
8 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
9 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
10 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
11 would have paid less for it, had he/she known that it did not comply with emission standards; that
12 its emission treatment system was designed to de-activate during real-world driving conditions;
13 and that it could not achieve the advertised towing power, performance, and/or fuel economy
14 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
15 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
16 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

17 570. Plaintiff, Kasey & Ashley Knutson (for the purpose of this paragraph, "Plaintiff"),
18 a citizen of the State of Colorado residing in the City of Larkspur, bought a 2015 Dodge Ram 1500
19 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about July 29, 2016,
20 at BerkenKotter Motors, an authorized FCA dealer in Castle Rock, Colorado. Plaintiff decided to
21 buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle
22 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
23 Subject Vehicles were represented as environmentally friendly, having low emissions and good

1 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
2 When Plaintiff went to BerkenKotter Motors to purchase the Subject Vehicle, the sales associate
3 touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance.
4 These representations, along with the advertised fuel economy, were among the primary reasons
5 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
6 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
7 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
8 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
9 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
10 would have paid less for it, had he/she known that it did not comply with emission standards; that
11 its emission treatment system was designed to de-activate during real-world driving conditions;
12 and that it could not achieve the advertised towing power, performance, and/or fuel economy
13 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
14 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
15 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

16 571. Plaintiff, Mark Edward Harrell (for the purpose of this paragraph, "Plaintiff"), a
17 citizen of the State of Florida residing in the City of Navarre, bought a 2015 Dodge Ram 1500
18 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about December 2,
19 2017, at Hill Kelly Dodge, Inc., an authorized FCA dealer in Pensacola, Florida. Plaintiff decided
20 to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel"
21 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on
22 which the Subject Vehicles were represented as environmentally friendly, having low emissions
23 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject

1 Vehicles. When Plaintiff went to Hill Kelly Dodge, Inc. to purchase the Subject Vehicle, the sales
2 associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
3 performance. These representations, along with the advertised fuel economy, were among the
4 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
5 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
6 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
7 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
8 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
9 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
10 standards; that its emission treatment system was designed to de-activate during real-world driving
11 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
12 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
13 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
14 or would have paid less for it, had Defendants not concealed the unauthorized emission control
15 devices.

16 572. Plaintiff, Colton Warren Shannon (for the purpose of this paragraph, "Plaintiff"),
17 a citizen of the State of Oregon residing in the City of Central Point, bought a 2015 Dodge Ram
18 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about May 17,
19 2017, at Lithia Chrysler Jeep Dodge Medford, an authorized FCA dealer in Medford, Oregon.
20 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
21 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
22 website, on which the Subject Vehicles were represented as environmentally friendly, having low
23 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the

1 Subject Vehicles. When Plaintiff went to Lithia Chrysler Jeep Dodge Medford to purchase the
2 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
3 its fuel economy and performance. These representations, along with the advertised fuel economy,
4 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
5 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
6 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
7 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
8 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
9 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
10 comply with emission standards; that its emission treatment system was designed to de-activate
11 during real-world driving conditions; and that it could not achieve the advertised towing power,
12 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
13 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
14 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
15 unauthorized emission control devices.

16 573. Plaintiff, Steven Leonard (for the purpose of this paragraph, "Plaintiff"), a citizen
17 of the State of Minnesota residing in the City of Kasota, bought a 2014 Dodge Ram 1500
18 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about September 1,
19 2014, at Lagers Chrysler World, an authorized FCA dealer in Mankato, Minnesota. Plaintiff
20 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
21 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
22 website, on which the Subject Vehicles were represented as environmentally friendly, having low
23 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the

1 Subject Vehicles. When Plaintiff went to Lagers Chrysler World to purchase the Subject Vehicle,
2 the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy
3 and performance. These representations, along with the advertised fuel economy, were among the
4 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
5 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
6 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
7 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
8 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
9 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
10 standards; that its emission treatment system was designed to de-activate during real-world driving
11 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
12 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
13 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
14 or would have paid less for it, had Defendants not concealed the unauthorized emission control
15 devices.

16 574. Plaintiff, Leslie Swartz (for the purpose of this paragraph, "Plaintiff"), a citizen of
17 the State of Nebraska residing in the City of Fullerton, bought a 2014 Jeep Grand Cherokee
18 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about November 22,
19 2017, at Car Stop, an authorized FCA dealer in Omaha, Nebraska. Plaintiff decided to buy the
20 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
21 reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the
22 Subject Vehicles were represented as environmentally friendly, having low emissions and good
23 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.

1 When Plaintiff went to Car Stop to purchase the Subject Vehicle, the sales associate touted the
2 Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
3 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
4 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
5 could perform as advertised only by emitting NOx at levels that are greater than advertised and
6 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
7 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
8 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
9 would have paid less for it, had he/she known that it did not comply with emission standards; that
10 its emission treatment system was designed to de-activate during real-world driving conditions;
11 and that it could not achieve the advertised towing power, performance, and/or fuel economy
12 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
13 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
14 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

15 575. Plaintiff, Nicholas F. Baglio (for the purpose of this paragraph, "Plaintiff"), a
16 citizen of the State of New York residing in the City of Monroe, bought a 2015 Dodge Ram 1500
17 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about October 21,
18 2017, at Pioneer Truck Sales, Inc., an authorized FCA dealer in East Avon, New York. Plaintiff
19 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
20 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
21 website, on which the Subject Vehicles were represented as environmentally friendly, having low
22 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
23 Subject Vehicles. When Plaintiff went to Pioneer Truck Sales, Inc. to purchase the Subject

1 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
2 economy and performance. These representations, along with the advertised fuel economy, were
3 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
4 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
5 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
6 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
7 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
8 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
9 emission standards; that its emission treatment system was designed to de-activate during real-
10 world driving conditions; and that it could not achieve the advertised towing power, performance,
11 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
12 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
13 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
14 control devices.

15 576. Plaintiff, Ryan Allred (for the purpose of this paragraph, "Plaintiff"), a citizen of
16 the State of Arkansas residing in the City of Searcy, bought a 2016 Dodge Ram 1500 EcoDiesel®
17 (for the purpose of this paragraph, the "Subject Vehicle") on or about October 13, 2018, at Red
18 River Dodge, an authorized FCA dealer in Heber Springs, Arkansas. Plaintiff decided to buy the
19 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
20 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
21 Subject Vehicles were represented as environmentally friendly, having low emissions and good
22 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
23 When Plaintiff went to Red River Dodge to purchase the Subject Vehicle, the sales associate touted

1 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
2 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
3 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
4 could perform as advertised only by emitting NOx at levels that are greater than advertised and
5 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
6 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
7 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
8 would have paid less for it, had he/she known that it did not comply with emission standards; that
9 its emission treatment system was designed to de-activate during real-world driving conditions;
10 and that it could not achieve the advertised towing power, performance, and/or fuel economy
11 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
12 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
13 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

14 577. Plaintiff, Zachary M. Marsico (for the purpose of this paragraph, "Plaintiff"), a
15 citizen of the State of New Jersey residing in the City of Absecon, bought a 2015 Dodge Ram 1500
16 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about April 15, 2018,
17 at David Honda, an authorized FCA dealer in Burlington, New Jersey. Plaintiff decided to buy the
18 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
19 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
20 Subject Vehicles were represented as environmentally friendly, having low emissions and good
21 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
22 When Plaintiff went to Davis Honda to purchase the Subject Vehicle, the sales associate touted the
23 Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These

1 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
2 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
3 could perform as advertised only by emitting NOx at levels that are greater than advertised and
4 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
5 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
6 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
7 would have paid less for it, had he/she known that it did not comply with emission standards; that
8 its emission treatment system was designed to de-activate during real-world driving conditions;
9 and that it could not achieve the advertised towing power, performance, and/or fuel economy
10 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
11 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
12 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

13 578. Plaintiff, Pat Breitbach (for the purpose of this paragraph, "Plaintiff"), a citizen of
14 the State of Montana residing in the City of Circle, bought a 2016 Dodge Ram 1500 EcoDiesel®
15 (for the purpose of this paragraph, the "Subject Vehicle") on or about January 1, 2015, at Deluxe
16 Motors, an authorized FCA dealer in Miles City, Montana. Plaintiff decided to buy the Subject
17 Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced
18 emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject
19 Vehicles were represented as environmentally friendly, having low emissions and good fuel
20 economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When
21 Plaintiff went to Deluxe Motors to purchase the Subject Vehicle, the sales associate touted the
22 Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
23 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff

1 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
2 could perform as advertised only by emitting NOx at levels that are greater than advertised and
3 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
4 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
5 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
6 would have paid less for it, had he/she known that it did not comply with emission standards; that
7 its emission treatment system was designed to de-activate during real-world driving conditions;
8 and that it could not achieve the advertised towing power, performance, and/or fuel economy
9 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
10 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
11 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

12 579. Plaintiff, Leslie Swartz (for the purpose of this paragraph, "Plaintiff"), a citizen of
13 the State of Nebraska residing in the City of Fullerton, bought a 2015 Dodge Ram 1500
14 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about May 14, 2018,
15 at Harvest Auto & Machinery, an authorized FCA dealer in Wahoo, Nebraska. Plaintiff decided to
16 buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle
17 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
18 Subject Vehicles were represented as environmentally friendly, having low emissions and good
19 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
20 When Plaintiff went to Harvest Auto & Machinery to purchase the Subject Vehicle, the sales
21 associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
22 performance. These representations, along with the advertised fuel economy, were among the
23 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know

1 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
2 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
3 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
4 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
5 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
6 standards; that its emission treatment system was designed to de-activate during real-world driving
7 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
8 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
9 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
10 or would have paid less for it, had Defendants not concealed the unauthorized emission control
11 devices.

12 580. Plaintiff, David K. Schoengart (for the purpose of this paragraph, "Plaintiff"), a
13 citizen of the State of Kentucky residing in the City of LaGrange, bought a 2016 Dodge Ram 1500
14 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about November 1,
15 2016, at Craig and Landreth Chrysler Dodge Jeep Ram, an authorized FCA dealer in Crestwood,
16 Kentucky Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that
17 it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting
18 the Ram website, on which the Subject Vehicles were represented as environmentally friendly,
19 having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials
20 about the Subject Vehicles. When Plaintiff went to Craig and Landreth Chrysler Dodge Jeep Ram
21 to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel®
22 attributes, including its fuel economy and performance. These representations, along with the
23 advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At

1 the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised
2 only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was
3 Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized
4 emission control devices designed to cheat emission tests and to deceive consumers and regulators.
5 Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she
6 known that it did not comply with emission standards; that its emission treatment system was
7 designed to de-activate during real-world driving conditions; and that it could not achieve the
8 advertised towing power, performance, and/or fuel economy without cheating emission tests.
9 Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct,
10 and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants
11 not concealed the unauthorized emission control devices.

12 581. Plaintiff, Jason Sillivan (for the purpose of this paragraph, "Plaintiff"), a citizen of
13 the State of North Carolina residing in the City of Fuquay Varina, bought a 2016 Dodge Ram 1500
14 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about February 16,
15 2016, at Allen Mello Dodge, an authorized FCA dealer in Nashua, New Hampshire. Plaintiff
16 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
17 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
18 website, on which the Subject Vehicles were represented as environmentally friendly, having low
19 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
20 Subject Vehicles. When Plaintiff went to Allen Mello Dodge to purchase the Subject Vehicle, the
21 sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
22 performance. These representations, along with the advertised fuel economy, were among the
23 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know

1 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
2 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
3 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
4 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
5 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
6 standards; that its emission treatment system was designed to de-activate during real-world driving
7 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
8 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
9 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
10 or would have paid less for it, had Defendants not concealed the unauthorized emission control
11 devices.

12 582. Plaintiff, Thang Nguyen (for the purpose of this paragraph, "Plaintiff"), a citizen
13 of the State of Arizona residing in the City of Surprise, bought a 2015 Dodge Ram 1500
14 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about August 12,
15 2018, at Bill Luke Chrysler Jeep & Dodge Inc., an authorized FCA dealer in Phoenix, Arizona.
16 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
17 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
18 website, on which the Subject Vehicles were represented as environmentally friendly, having low
19 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
20 Subject Vehicles. When Plaintiff went to Bill Luke Chrysler Jeep & Dodge Inc. to purchase the
21 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
22 its fuel economy and performance. These representations, along with the advertised fuel economy,
23 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,

1 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
2 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
3 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
4 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
5 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
6 comply with emission standards; that its emission treatment system was designed to de-activate
7 during real-world driving conditions; and that it could not achieve the advertised towing power,
8 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
9 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
10 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
11 unauthorized emission control devices.

12 583. Plaintiff, Zachary Gordon (for the purpose of this paragraph, "Plaintiff"), a citizen
13 of the State of Ohio residing in the City of Urbana, bought a 2016 Dodge Ram 1500 EcoDiesel®
14 (for the purpose of this paragraph, the "Subject Vehicle") on or about May 14, 2018, at
15 Nissan/North, an authorized FCA dealer in Worthington, Ohio. Plaintiff decided to buy the Subject
16 Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced
17 emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject
18 Vehicles were represented as environmentally friendly, having low emissions and good fuel
19 economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When
20 Plaintiff went to Nissan/North to purchase the Subject Vehicle, the sales associate touted the
21 Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
22 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
23 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle

1 could perform as advertised only by emitting NOx at levels that are greater than advertised and
2 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
3 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
4 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
5 would have paid less for it, had he/she known that it did not comply with emission standards; that
6 its emission treatment system was designed to de-activate during real-world driving conditions;
7 and that it could not achieve the advertised towing power, performance, and/or fuel economy
8 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
9 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
10 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

11 584. Plaintiff, Joe R. Jones (for the purpose of this paragraph, "Plaintiff"), a citizen of
12 the State of Alabama residing in the City of Dothan, bought a 2015 Dodge Ram 1500 EcoDiesel®
13 (for the purpose of this paragraph, the "Subject Vehicle") on or about December 1, 2015, at Cecil
14 Graves GM/Dodge/Chrysler, an authorized FCA dealer in Francisville, Louisiana. Plaintiff
15 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
16 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
17 website, on which the Subject Vehicles were represented as environmentally friendly, having low
18 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
19 Subject Vehicles. When Plaintiff went to Cecil Graves GM/Dodge/Chrysler to purchase the
20 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
21 its fuel economy and performance. These representations, along with the advertised fuel economy,
22 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
23 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx

1 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
2 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
3 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
4 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
5 comply with emission standards; that its emission treatment system was designed to de-activate
6 during real-world driving conditions; and that it could not achieve the advertised towing power,
7 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
8 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
9 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
10 unauthorized emission control devices.

11 585. Plaintiff, Jeffrey Stracensky (for the purpose of this paragraph, "Plaintiff"), a
12 citizen of the State of Ohio residing in the City of Tallmadge, bought a 2016 Dodge Ram 1500
13 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about August 17,
14 2018, at RPM Auto Sales, an authorized FCA dealer in Mogadore, Ohio. Plaintiff decided to buy
15 the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
16 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
17 Subject Vehicles were represented as environmentally friendly, having low emissions and good
18 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
19 When Plaintiff went to RPM Auto Sales to purchase the Subject Vehicle, the sales associate touted
20 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
21 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
22 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
23 could perform as advertised only by emitting NOx at levels that are greater than advertised and

1 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
2 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
3 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
4 would have paid less for it, had he/she known that it did not comply with emission standards; that
5 its emission treatment system was designed to de-activate during real-world driving conditions;
6 and that it could not achieve the advertised towing power, performance, and/or fuel economy
7 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
8 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
9 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

10 586. Plaintiff, David Irwin Antokal (for the purpose of this paragraph, "Plaintiff"), a
11 citizen of the State of Virginia residing in the City of Midlothian, leased a 2015 Jeep Grand
12 Cherokee EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about
13 January 21, 2016, at Whitten Brothers, Inc., an authorized FCA dealer in Richmond, Virginia.
14 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
15 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep
16 website, on which the Subject Vehicles were represented as environmentally friendly, having low
17 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
18 Subject Vehicles. When Plaintiff went to Whitten Brothers, Inc. to lease the Subject Vehicle, the
19 sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
20 performance. These representations, along with the advertised fuel economy, were among the
21 primary reasons Plaintiff chose the Subject Vehicle. At the time of lease, Plaintiff did not know
22 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
23 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was

1 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
2 tests and to deceive consumers and regulators. Plaintiff would not have leased the Subject Vehicle,
3 or would have paid less for it, had he/she known that it did not comply with emission standards;
4 that its emission treatment system was designed to de-activate during real-world driving
5 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
6 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
7 proximate result of Defendants' misconduct, and would not have leased the Subject Vehicle, or
8 would have paid less for it, had Defendants not concealed the unauthorized emission control
9 devices.

10 587. Plaintiff, Terry Hargis (for the purpose of this paragraph, "Plaintiff"), a citizen of
11 the State of Arizona residing in the City of Gilbert, bought a 2014 Dodge Ram 1500 EcoDiesel®
12 (for the purpose of this paragraph, the "Subject Vehicle") on or about May 1, 2018, at Bill Luke,
13 an authorized FCA dealer in Phoenix, Arizona. Plaintiff decided to buy the Subject Vehicle based
14 in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and
15 fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were
16 represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff
17 also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Bill
18 Luke to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel®
19 attributes, including its fuel economy and performance. These representations, along with the
20 advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At
21 the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised
22 only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was
23 Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized

1 emission control devices designed to cheat emission tests and to deceive consumers and regulators.
2 Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she
3 known that it did not comply with emission standards; that its emission treatment system was
4 designed to de-activate during real-world driving conditions; and that it could not achieve the
5 advertised towing power, performance, and/or fuel economy without cheating emission tests.
6 Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct,
7 and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants
8 not concealed the unauthorized emission control devices.

9 588. Plaintiff, Andrew Davis (for the purpose of this paragraph, "Plaintiff"), a citizen of
10 the State of Maryland residing in the City of Lutherville, bought a 2014 Dodge Ram 1500
11 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about August 21,
12 2014, at Don White's Timonium Chrysler Dodge Jeep Ram, an authorized FCA dealer in
13 Cockeysville, Maryland. Plaintiff decided to buy the Subject Vehicle based in part on FCA's
14 representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient).
15 Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as
16 environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls
17 seeing television commercials about the Subject Vehicles. When Plaintiff went to Don White's
18 Timonium Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted
19 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
20 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
21 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
22 could perform as advertised only by emitting NOx at levels that are greater than advertised and
23 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with

1 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
2 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
3 would have paid less for it, had he/she known that it did not comply with emission standards; that
4 its emission treatment system was designed to de-activate during real-world driving conditions;
5 and that it could not achieve the advertised towing power, performance, and/or fuel economy
6 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
7 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
8 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

9 589. Plaintiff, Andrew Davis (for the purpose of this paragraph, "Plaintiff"), a citizen of
10 the State of Maryland residing in the City of Baltimore, bought a 2016 Dodge Ram 1500
11 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about April 25, 2016,
12 at Len Stoler Chrysler Dodge and Jeep, an authorized FCA dealer in Westminister, Maryland.
13 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
14 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
15 website, on which the Subject Vehicles were represented as environmentally friendly, having low
16 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
17 Subject Vehicles. When Plaintiff went to Len Stoler Chrysler Dodge and Jeep to purchase the
18 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
19 its fuel economy and performance. These representations, along with the advertised fuel economy,
20 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
21 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
22 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
23 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices

1 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
2 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
3 comply with emission standards; that its emission treatment system was designed to de-activate
4 during real-world driving conditions; and that it could not achieve the advertised towing power,
5 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
6 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
7 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
8 unauthorized emission control devices.

9 590. Plaintiff, Richard Harris (for the purpose of this paragraph, "Plaintiff"), a citizen
10 of the State of Arkansas residing in the City of Lonoke, bought a 2016 Dodge Ram 1500
11 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about May 1, 2016,
12 at Red River Dodge Chrysler Jeep, an authorized FCA dealer in Heber Springs, Arkansas. Plaintiff
13 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
14 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
15 website, on which the Subject Vehicles were represented as environmentally friendly, having low
16 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
17 Subject Vehicles. When Plaintiff went to Red River Dodge Chrysler Jeep to purchase the Subject
18 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
19 economy and performance. These representations, along with the advertised fuel economy, were
20 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
21 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
22 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
23 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to

1 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
2 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
3 emission standards; that its emission treatment system was designed to de-activate during real-
4 world driving conditions; and that it could not achieve the advertised towing power, performance,
5 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
6 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
7 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
8 control devices.

9 591. Plaintiff, Michael Batdorff (for the purpose of this paragraph, "Plaintiff"), a citizen
10 of the State of Illinois residing in the City of Wonder Lake, bought a 2104 Dodge Ram 1500
11 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about November 15,
12 2014, at Antioch Chrysler Dodge Jeep Ram, an authorized FCA dealer in Antioch, Illinois.
13 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
14 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
15 website, on which the Subject Vehicles were represented as environmentally friendly, having low
16 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
17 Subject Vehicles. When Plaintiff went to Antioch Chrysler Dodge Jeep Ram to purchase the
18 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
19 its fuel economy and performance. These representations, along with the advertised fuel economy,
20 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
21 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
22 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
23 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices

1 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
2 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
3 comply with emission standards; that its emission treatment system was designed to de-activate
4 during real-world driving conditions; and that it could not achieve the advertised towing power,
5 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
6 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
7 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
8 unauthorized emission control devices.

9 592. Plaintiff, Alec Beard (for the purpose of this paragraph, "Plaintiff"), a citizen of
10 the State of Texas residing in the City of Canyon Lake, bought a 2015 Dodge Ram 1500
11 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about February 24,
12 2015, at Allen Samuels Dodge, an authorized FCA dealer in Katy, Texas. Plaintiff decided to buy
13 the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
14 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
15 Subject Vehicles were represented as environmentally friendly, having low emissions and good
16 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
17 When Plaintiff went to Allen Samuels Dodge to purchase the Subject Vehicle, the sales associate
18 touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance.
19 These representations, along with the advertised fuel economy, were among the primary reasons
20 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
21 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
22 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
23 undisclosed and unauthorized emission control devices designed to cheat emission tests and to

1 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
2 would have paid less for it, had he/she known that it did not comply with emission standards; that
3 its emission treatment system was designed to de-activate during real-world driving conditions;
4 and that it could not achieve the advertised towing power, performance, and/or fuel economy
5 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
6 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
7 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

8 593. Plaintiff, Carl Lucci Wilburn (for the purpose of this paragraph, "Plaintiff"), a
9 citizen of the State of Texas residing in the City of Round Rock, bought a 2015 Dodge Ram 1500
10 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about October 11,
11 2015, at Benny Boyd, an authorized FCA dealer in Cedar Creek, Texas. Plaintiff decided to buy
12 the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
13 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
14 Subject Vehicles were represented as environmentally friendly, having low emissions and good
15 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
16 When Plaintiff went to Benny Boyd to purchase the Subject Vehicle, the sales associate touted the
17 Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
18 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
19 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
20 could perform as advertised only by emitting NOx at levels that are greater than advertised and
21 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
22 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
23 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or

1 would have paid less for it, had he/she known that it did not comply with emission standards; that
2 its emission treatment system was designed to de-activate during real-world driving conditions;
3 and that it could not achieve the advertised towing power, performance, and/or fuel economy
4 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
5 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
6 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

7 594. Plaintiff, Michael Roberts (for the purpose of this paragraph, "Plaintiff"), a citizen
8 of the State of Texas residing in the City of Longview, bought a 2015 Dodge Ram 1500
9 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about December 31,
10 2015, at Patterson Chrysler Jeep Dodge, an authorized FCA dealer in Kilgore, Texas. Plaintiff
11 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
12 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
13 website, on which the Subject Vehicles were represented as environmentally friendly, having low
14 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
15 Subject Vehicles. When Plaintiff went to Patterson Chrysler Jeep Dodge to purchase the Subject
16 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
17 economy and performance. These representations, along with the advertised fuel economy, were
18 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
19 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
20 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
21 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
22 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
23 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with

1 emission standards; that its emission treatment system was designed to de-activate during real-
2 world driving conditions; and that it could not achieve the advertised towing power, performance,
3 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
4 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
5 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
6 control devices.

7 595. Plaintiff, Larry Thompson (for the purpose of this paragraph, "Plaintiff"), a citizen
8 of the State of Texas residing in the City of Richmond, bought a 2015 Dodge Ram 1500
9 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about July 6, 2016, at
10 Gillman Honda Houston, an authorized FCA dealer in Houston, Texas. Plaintiff decided to buy
11 the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
12 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
13 Subject Vehicles were represented as environmentally friendly, having low emissions and good
14 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
15 When Plaintiff went to Gilman Honda Houston to purchase the Subject Vehicle, the sales associate
16 touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance.
17 These representations, along with the advertised fuel economy, were among the primary reasons
18 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
19 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
20 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
21 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
22 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
23 would have paid less for it, had he/she known that it did not comply with emission standards; that

1 its emission treatment system was designed to de-activate during real-world driving conditions;
2 and that it could not achieve the advertised towing power, performance, and/or fuel economy
3 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
4 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
5 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

6 596. Plaintiff, Lawrence Gonzales (for the purpose of this paragraph, "Plaintiff"), a
7 citizen of the State of Texas residing in the City of Aubrey, bought a 2015 Dodge Ram 1500
8 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about July 1, 2015, at
9 Classic Chrysler Jeep Dodge Ram of Denton, an authorized FCA dealer in Denton, Texas. Plaintiff
10 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
11 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
12 website, on which the Subject Vehicles were represented as environmentally friendly, having low
13 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
14 Subject Vehicles. When Plaintiff went to Classic Chrysler Jeep Dodge Ram of Denton to purchase
15 the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes,
16 including its fuel economy and performance. These representations, along with the advertised fuel
17 economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of
18 purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by
19 emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff
20 aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission
21 control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff
22 would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known
23 that it did not comply with emission standards; that its emission treatment system was designed to

1 de-activate during real-world driving conditions; and that it could not achieve the advertised
2 towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has
3 suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would
4 not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not
5 concealed the unauthorized emission control devices.

6 597. Plaintiff, Dave Schulien (for the purpose of this paragraph, "Plaintiff"), a citizen
7 of the State of Texas residing in the City of College Station, bought a 2015 Dodge Ram 1500
8 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about February 1,
9 2016, at Lithia Dodge, an authorized FCA dealer in College Station, Texas. Plaintiff decided to
10 buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle
11 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
12 Subject Vehicles were represented as environmentally friendly, having low emissions and good
13 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
14 When Plaintiff went to Lithia Dodge to purchase the Subject Vehicle, the sales associate touted
15 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
16 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
17 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
18 could perform as advertised only by emitting NOx at levels that are greater than advertised and
19 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
20 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
21 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
22 would have paid less for it, had he/she known that it did not comply with emission standards; that
23 its emission treatment system was designed to de-activate during real-world driving conditions;

1 and that it could not achieve the advertised towing power, performance, and/or fuel economy
2 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
3 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
4 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

5 598. Plaintiff, David Jones (for the purpose of this paragraph, "Plaintiff"), a citizen of
6 the State of Texas residing in the City of Orange, bought a 2015 Dodge Ram 1500 EcoDiesel®
7 (for the purpose of this paragraph, the "Subject Vehicle") on or about November 15, 2015, at Mid
8 County Dodge, an authorized FCA dealer in Port Arthur, Texas. Plaintiff decided to buy the
9 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
10 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
11 Subject Vehicles were represented as environmentally friendly, having low emissions and good
12 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
13 When Plaintiff went to Mid County Dodge to purchase the Subject Vehicle, the sales associate
14 touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance.
15 These representations, along with the advertised fuel economy, were among the primary reasons
16 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
17 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
18 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
19 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
20 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
21 would have paid less for it, had he/she known that it did not comply with emission standards; that
22 its emission treatment system was designed to de-activate during real-world driving conditions;
23 and that it could not achieve the advertised towing power, performance, and/or fuel economy

1 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
2 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
3 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

4 599. Plaintiff, Edward Fosnight (for the purpose of this paragraph, "Plaintiff"), a citizen
5 of the State of Texas residing in the City of Huffman, bought a 2015 Dodge Ram 1500 EcoDiesel®
6 (for the purpose of this paragraph, the "Subject Vehicle") on or about August 1, 2017, at Baytown
7 Nissan, an authorized FCA dealer in Baytown, Texas. Plaintiff decided to buy the Subject Vehicle
8 based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions
9 and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were
10 represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff
11 also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to
12 Baytown Nissan to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's
13 EcoDiesel® attributes, including its fuel economy and performance. These representations, along
14 with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject
15 Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as
16 advertised only by emitting NOx at levels that are greater than advertised and above legal limits.
17 Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and
18 unauthorized emission control devices designed to cheat emission tests and to deceive consumers
19 and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less
20 for it, had he/she known that it did not comply with emission standards; that its emission treatment
21 system was designed to de-activate during real-world driving conditions; and that it could not
22 achieve the advertised towing power, performance, and/or fuel economy without cheating
23 emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of

1 Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid
2 less for it, had Defendants not concealed the unauthorized emission control devices.

3 600. Plaintiff, Gary Tripp (for the purpose of this paragraph, "Plaintiff"), a citizen of the
4 State of Texas residing in the City of Orange, bought a 2016 Dodge Ram 1500 EcoDiesel® (for
5 the purpose of this paragraph, the "Subject Vehicle") on or about December 2, 2016, at Mike Smith
6 Chrysler Jeep Dodge, an authorized FCA dealer in Beaumont, Texas. Plaintiff decided to buy the
7 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
8 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
9 Subject Vehicles were represented as environmentally friendly, having low emissions and good
10 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
11 When Plaintiff went to Mike Smith Chrysler Jeep Dodge to purchase the Subject Vehicle, the sales
12 associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
13 performance. These representations, along with the advertised fuel economy, were among the
14 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
15 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
16 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
17 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
18 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
19 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
20 standards; that its emission treatment system was designed to de-activate during real-world driving
21 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
22 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
23 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,

1 or would have paid less for it, had Defendants not concealed the unauthorized emission control
2 devices.

3 601. Plaintiff, Gary Adams (for the purpose of this paragraph, “Plaintiff”), a citizen of
4 the State of Texas residing in the City of Emory, bought a 2014 Dodge Ram 1500 EcoDiesel® (for
5 the purpose of this paragraph, the “Subject Vehicle”) on or about January 18, 2017, at Carvana
6 Houston, an authorized FCA dealer in Houston, Texas. Plaintiff decided to buy the Subject Vehicle
7 based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions
8 and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were
9 represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff
10 also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to
11 Carvana Houston to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s
12 EcoDiesel® attributes, including its fuel economy and performance. These representations, along
13 with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject
14 Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as
15 advertised only by emitting NOx at levels that are greater than advertised and above legal limits.
16 Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and
17 unauthorized emission control devices designed to cheat emission tests and to deceive consumers
18 and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less
19 for it, had he/she known that it did not comply with emission standards; that its emission treatment
20 system was designed to de-activate during real-world driving conditions; and that it could not
21 achieve the advertised towing power, performance, and/or fuel economy without cheating
22 emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of
23 Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid

1 less for it, had Defendants not concealed the unauthorized emission control devices.

2 602. Plaintiff, Gerald Richmond (for the purpose of this paragraph, “Plaintiff”), a citizen
3 of the State of Texas residing in the City of Temple, bought a 2015 Dodge Ram 1500 EcoDiesel®
4 (for the purpose of this paragraph, the “Subject Vehicle”) on or about January 30, 2015, at
5 MacHaik Dodge Chrysler Jeep Ram, an authorized FCA dealer in Temple, Texas. Plaintiff decided
6 to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel”
7 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on
8 which the Subject Vehicles were represented as environmentally friendly, having low emissions
9 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
10 Vehicles. When Plaintiff went to MacHaik Dodge Chrysler Jeep Ram to purchase the Subject
11 Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel
12 economy and performance. These representations, along with the advertised fuel economy, were
13 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
14 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
15 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
16 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
17 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
18 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
19 emission standards; that its emission treatment system was designed to de-activate during real-
20 world driving conditions; and that it could not achieve the advertised towing power, performance,
21 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
22 direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject
23 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission

1 control devices.

2 603. Plaintiff, Jeff & Amy Vance (for the purpose of this paragraph, “Plaintiff”), a
3 citizen of the State of Texas residing in the City of Willis, bought a 2016 Dodge Ram 1500
4 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about August 2, 2016,
5 at Auto Nation, an authorized FCA dealer in Spring, Texas. Plaintiff decided to buy the Subject
6 Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced
7 emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject
8 Vehicles were represented as environmentally friendly, having low emissions and good fuel
9 economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When
10 Plaintiff went to Auto Nation to purchase the Subject Vehicle, the sales associate touted the Subject
11 Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These
12 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
13 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
14 could perform as advertised only by emitting NOx at levels that are greater than advertised and
15 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
16 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
17 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
18 would have paid less for it, had he/she known that it did not comply with emission standards; that
19 its emission treatment system was designed to de-activate during real-world driving conditions;
20 and that it could not achieve the advertised towing power, performance, and/or fuel economy
21 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
22 result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would
23 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

1 604. Plaintiff, Jeffrey Irwin (for the purpose of this paragraph, “Plaintiff”), a citizen of
2 the State of Texas residing in the City of Pottsboro, bought a 2016 Dodge Ram 1500 EcoDiesel®
3 (for the purpose of this paragraph, the “Subject Vehicle”) on or about January 28, 2016, at Hoyte
4 Dodge Ram Chrysler Jeep, an authorized FCA dealer in Sheman, Texas. Plaintiff decided to buy
5 the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e.,
6 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
7 Subject Vehicles were represented as environmentally friendly, having low emissions and good
8 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
9 When Plaintiff went to Hoyte Dodge Ram Chrysler Jeep to purchase the Subject Vehicle, the sales
10 associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and
11 performance. These representations, along with the advertised fuel economy, were among the
12 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
13 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
14 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
15 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
16 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
17 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
18 standards; that its emission treatment system was designed to de-activate during real-world driving
19 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
20 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
21 proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle,
22 or would have paid less for it, had Defendants not concealed the unauthorized emission control
23 devices.

1 605. Plaintiff, Joshua Sigmon (for the purpose of this paragraph, “Plaintiff”), a citizen
2 of the State of Texas residing in the City of Coahoma, bought a 2015 Dodge Ram 1500 EcoDiesel®
3 (for the purpose of this paragraph, the “Subject Vehicle”) on or about August 1, 2015, at All
4 American Chrysler Jeep Dodge Ram, an authorized FCA dealer in Midland, Texas. Plaintiff
5 decided to buy the Subject Vehicle based in part on FCA’s representations that it was an
6 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
7 website, on which the Subject Vehicles were represented as environmentally friendly, having low
8 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
9 Subject Vehicles. When Plaintiff went to All American Chrysler Jeep Dodge Ram to purchase the
10 Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including
11 its fuel economy and performance. These representations, along with the advertised fuel economy,
12 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
13 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
14 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
15 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
16 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
17 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
18 comply with emission standards; that its emission treatment system was designed to de-activate
19 during real-world driving conditions; and that it could not achieve the advertised towing power,
20 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
21 concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have
22 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
23 unauthorized emission control devices.

1 606. Plaintiff, Kenneth D. Elliott (for the purpose of this paragraph, “Plaintiff”), a
2 citizen of the State of Texas residing in the City of Seguin, bought a 2014 Dodge Ram 1500
3 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about May 20, 2016,
4 at Bluebonnet, an authorized FCA dealer in New Braunfels, Texas. Plaintiff decided to buy the
5 Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e.,
6 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
7 Subject Vehicles were represented as environmentally friendly, having low emissions and good
8 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
9 When Plaintiff went to Bluebonnet to purchase the Subject Vehicle, the sales associate touted the
10 Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These
11 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
12 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
13 could perform as advertised only by emitting NOx at levels that are greater than advertised and
14 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
15 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
16 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
17 would have paid less for it, had he/she known that it did not comply with emission standards; that
18 its emission treatment system was designed to de-activate during real-world driving conditions;
19 and that it could not achieve the advertised towing power, performance, and/or fuel economy
20 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
21 result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would
22 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

23 607. Plaintiff, Lucas Lopez (for the purpose of this paragraph, “Plaintiff”), a citizen of

1 the State of Texas residing in the City of Alice, bought a 2015 Jeep Grand Cherokee EcoDiesel®
2 (for the purpose of this paragraph, the “Subject Vehicle”) on or about July 11, 2016, at Classic
3 Chrysler Jeep Dodge Ram of Denton, an authorized FCA dealer in Denton, Texas. Plaintiff decided
4 to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel”
5 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on
6 which the Subject Vehicles were represented as environmentally friendly, having low emissions
7 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
8 Vehicles. When Plaintiff went to Classic Chrysler Jeep Dodge Ram of Denton to purchase the
9 Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including
10 its fuel economy and performance. These representations, along with the advertised fuel economy,
11 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
12 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
13 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
14 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
15 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
16 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
17 comply with emission standards; that its emission treatment system was designed to de-activate
18 during real-world driving conditions; and that it could not achieve the advertised towing power,
19 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
20 concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have
21 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
22 unauthorized emission control devices.

23 608. Plaintiff, Manuel Lopez Garcia (for the purpose of this paragraph, “Plaintiff”), a

1 citizen of the State of Texas residing in the City of Katy, bought a 2016 Dodge Ram 1500
2 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about May 27, 2017,
3 at South Loop Hyundai, an authorized FCA dealer in Houston, Texas. Plaintiff decided to buy the
4 Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e.,
5 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
6 Subject Vehicles were represented as environmentally friendly, having low emissions and good
7 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
8 When Plaintiff went to ** to purchase the Subject Vehicle, the sales associate touted the Subject
9 Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These
10 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
11 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
12 could perform as advertised only by emitting NOx at levels that are greater than advertised and
13 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
14 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
15 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
16 would have paid less for it, had he/she known that it did not comply with emission standards; that
17 its emission treatment system was designed to de-activate during real-world driving conditions;
18 and that it could not achieve the advertised towing power, performance, and/or fuel economy
19 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
20 result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would
21 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

22 609. Plaintiff, Michael Rene Hollenbaugh (for the purpose of this paragraph,
23 “Plaintiff”), a citizen of the State of Texas residing in the City of Round Rock, bought a 2015

1 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or
2 about April 17, 2015, at Boerne Dodge Chrysler Jeep Ram, an authorized FCA dealer in Boerne,
3 Texas. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it
4 was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting
5 the Ram website, on which the Subject Vehicles were represented as environmentally friendly,
6 having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials
7 about the Subject Vehicles. When Plaintiff went to Boerne Dodge Chrysler Jeep Ram to purchase
8 the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes,
9 including its fuel economy and performance. These representations, along with the advertised fuel
10 economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of
11 purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by
12 emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff
13 aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission
14 control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff
15 would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known
16 that it did not comply with emission standards; that its emission treatment system was designed to
17 de-activate during real-world driving conditions; and that it could not achieve the advertised
18 towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has
19 suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would
20 not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not
21 concealed the unauthorized emission control devices.

22 610. Plaintiff, Randall Moody (for the purpose of this paragraph, “Plaintiff”), a citizen
23 of the State of Texas residing in the City of Katy, bought a 2015 Dodge Ram 1500 EcoDiesel®

(for the purpose of this paragraph, the “Subject Vehicle”) on or about November 13, 2014, at Allen Samuels Auto Group, an authorized FCA dealer in Katy, Texas. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Allen Samuels Auto Group to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

611. Plaintiff, Reese Howell (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Texas residing in the City of Blooming Grove, bought a 2015 Dodge Ram 1500

1 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about March 28, 2015,
2 at Waxahachie Chrysler Dodge Jeep Ram, an authorized FCA dealer in Waxahachie, Texas.
3 Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an
4 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
5 website, on which the Subject Vehicles were represented as environmentally friendly, having low
6 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
7 Subject Vehicles. When Plaintiff went to Waxahachie Chrysler Dodge Jeep Ram to purchase the
8 Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including
9 its fuel economy and performance. These representations, along with the advertised fuel economy,
10 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
11 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
12 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
13 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
14 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
15 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
16 comply with emission standards; that its emission treatment system was designed to de-activate
17 during real-world driving conditions; and that it could not achieve the advertised towing power,
18 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
19 concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have
20 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
21 unauthorized emission control devices.

22 612. Plaintiff, Robert Pickering (for the purpose of this paragraph, “Plaintiff”), a citizen
23 of the State of Texas residing in the City of Silsbee, bought a 2015 Dodge Ram 1500 EcoDiesel®

(for the purpose of this paragraph, the “Subject Vehicle”) on or about December 26, 2017, at Silsbee Motor Company, an authorized FCA dealer in Silsbee, Texas. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Silsbee Motor Company to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

613. Plaintiff, Sergio Lopez (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Texas residing in the City of Edinburg, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about November 20, 2014, at Ed

1 Payne Chrysler Dodge Jeep Ram, an authorized FCA dealer in Weslaco, Texas. Plaintiff decided
2 to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel"
3 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on
4 which the Subject Vehicles were represented as environmentally friendly, having low emissions
5 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
6 Vehicles. When Plaintiff went to Ed Payne Chrysler Dodge Jeep Ram to purchase the Subject
7 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
8 economy and performance. These representations, along with the advertised fuel economy, were
9 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
10 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
11 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
12 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
13 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
14 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
15 emission standards; that its emission treatment system was designed to de-activate during real-
16 world driving conditions; and that it could not achieve the advertised towing power, performance,
17 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
18 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
19 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
20 control devices.

21 614. Plaintiff, Shawn J. Austin (for the purpose of this paragraph, "Plaintiff"), a citizen
22 of the State of Texas residing in the City of Plano, bought a 2015 Dodge Ram 1500 EcoDiesel®
23 (for the purpose of this paragraph, the "Subject Vehicle") on or about July 15, 2016, at McKinney

1 Dodge Jeep, an authorized FCA dealer in McKinney, Texas. Plaintiff decided to buy the Subject
2 Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced
3 emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject
4 Vehicles were represented as environmentally friendly, having low emissions and good fuel
5 economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When
6 Plaintiff went to McKinney Dodge Jeep to purchase the Subject Vehicle, the sales associate touted
7 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
8 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
9 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
10 could perform as advertised only by emitting NOx at levels that are greater than advertised and
11 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
12 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
13 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
14 would have paid less for it, had he/she known that it did not comply with emission standards; that
15 its emission treatment system was designed to de-activate during real-world driving conditions;
16 and that it could not achieve the advertised towing power, performance, and/or fuel economy
17 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
18 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
19 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

20 615. Plaintiff, Sherman Barnett d/b/a Rides Auto Group (for the purpose of this
21 paragraph, "Plaintiff"), a citizen of the State of Texas residing in the City of El Paso, bought a
22 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on
23 or about June 26, 2016, at Rides Auto Group, an authorized FCA dealer in El Paso, Texas. Plaintiff

1 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
2 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
3 website, on which the Subject Vehicles were represented as environmentally friendly, having low
4 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
5 Subject Vehicles. When Plaintiff went to Rides Auto Group to purchase the Subject Vehicle, the
6 sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
7 performance. These representations, along with the advertised fuel economy, were among the
8 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
9 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
10 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
11 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
12 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
13 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
14 standards; that its emission treatment system was designed to de-activate during real-world driving
15 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
16 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
17 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
18 or would have paid less for it, had Defendants not concealed the unauthorized emission control
19 devices.

20 616. Plaintiff, Tim Fowler (for the purpose of this paragraph, "Plaintiff"), a citizen of
21 the State of Texas residing in the City of Spring, bought a 2016 Dodge Ram 1500 EcoDiesel® (for
22 the purpose of this paragraph, the "Subject Vehicle") on or about October 24, 2016, at Northwest
23 Chrysler Dodge Jeep Ram, an authorized FCA dealer in Houston, Texas. Plaintiff decided to buy

1 the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
2 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
3 Subject Vehicles were represented as environmentally friendly, having low emissions and good
4 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
5 When Plaintiff went to Northwest Chrysler Dodge Deep Ram to purchase the Subject Vehicle, the
6 sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
7 performance. These representations, along with the advertised fuel economy, were among the
8 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
9 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
10 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
11 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
12 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
13 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
14 standards; that its emission treatment system was designed to de-activate during real-world driving
15 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
16 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
17 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
18 or would have paid less for it, had Defendants not concealed the unauthorized emission control
19 devices.

20 617. Plaintiff, William Gray (for the purpose of this paragraph, "Plaintiff"), a citizen of
21 the State of Texas residing in the City of Spring, bought a 2015 Dodge Ram 1500 EcoDiesel® (for
22 the purpose of this paragraph, the "Subject Vehicle") on or about December 28, 2015, at Clear
23 Lake Dodge, an authorized FCA dealer in Webster, Texas. Plaintiff decided to buy the Subject

1 Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced
2 emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject
3 Vehicles were represented as environmentally friendly, having low emissions and good fuel
4 economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When
5 Plaintiff went to Clear Lake Dodge to purchase the Subject Vehicle, the sales associate touted the
6 Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
7 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
8 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
9 could perform as advertised only by emitting NOx at levels that are greater than advertised and
10 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
11 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
12 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
13 would have paid less for it, had he/she known that it did not comply with emission standards; that
14 its emission treatment system was designed to de-activate during real-world driving conditions;
15 and that it could not achieve the advertised towing power, performance, and/or fuel economy
16 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
17 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
18 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

19 618. Plaintiff, Zachary Theobald (for the purpose of this paragraph, "Plaintiff"), a
20 citizen of the State of Texas residing in the City of Santa Fe, bought a 2015 Dodge Ram 1500
21 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about April 17, 2018,
22 at Ron Carter, an authorized FCA dealer in Dickinson, Texas. Plaintiff decided to buy the Subject
23 Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced

1 emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject
2 Vehicles were represented as environmentally friendly, having low emissions and good fuel
3 economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When
4 Plaintiff went to Ron Carter to purchase the Subject Vehicle, the sales associate touted the Subject
5 Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
6 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
7 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
8 could perform as advertised only by emitting NOx at levels that are greater than advertised and
9 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
10 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
11 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
12 would have paid less for it, had he/she known that it did not comply with emission standards; that
13 its emission treatment system was designed to de-activate during real-world driving conditions;
14 and that it could not achieve the advertised towing power, performance, and/or fuel economy
15 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
16 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
17 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

18 619. Plaintiff, Brandon & Haley Buckmaster (for the purpose of this paragraph,
19 "Plaintiff"), a citizen of the State of Texas residing in the City of Pearland, bought a 2016 Dodge
20 Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about
21 March 31, 2016, at Auto Nation Chrysler Dodge Jeep Ram, an authorized FCA dealer in Houston,
22 Texas. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it
23 was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting

1 the Ram website, on which the Subject Vehicles were represented as environmentally friendly,
2 having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials
3 about the Subject Vehicles. When Plaintiff went to Auto Nation Chrysler Dodge Jeep Ram to
4 purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel®
5 attributes, including its fuel economy and performance. These representations, along with the
6 advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At
7 the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised
8 only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was
9 Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized
10 emission control devices designed to cheat emission tests and to deceive consumers and regulators.
11 Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she
12 known that it did not comply with emission standards; that its emission treatment system was
13 designed to de-activate during real-world driving conditions; and that it could not achieve the
14 advertised towing power, performance, and/or fuel economy without cheating emission tests.
15 Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct,
16 and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants
17 not concealed the unauthorized emission control devices.

18 620. Plaintiff, David Allen Bradshaw (for the purpose of this paragraph, "Plaintiff"), a
19 citizen of the State of Texas residing in the City of Trenton, bought a 2015 Dodge Ram 1500
20 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about September 19,
21 2015 at Hoyte Dodge Ram Chrysler Jeep, an authorized FCA dealer in Sherman, Texas. Plaintiff
22 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
23 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram

1 website, on which the Subject Vehicles were represented as environmentally friendly, having low
2 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
3 Subject Vehicles. When Plaintiff went to Hoyte Dodge Ram Chrysler Jeep to purchase the Subject
4 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
5 economy and performance. These representations, along with the advertised fuel economy, were
6 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
7 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
8 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
9 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
10 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
11 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
12 emission standards; that its emission treatment system was designed to de-activate during real-
13 world driving conditions; and that it could not achieve the advertised towing power, performance,
14 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
15 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
16 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
17 control devices.

18 621. Plaintiff, Maggie Phipps (for the purpose of this paragraph, "Plaintiff"), a citizen
19 of the State of Texas residing in the City of Beeville, bought a 2014 Dodge Ram 1500 EcoDiesel®
20 (for the purpose of this paragraph, the "Subject Vehicle") on or about June 25, 2014, at Port Lavaca
21 Dodge Chrysler Jeep Ram, an authorized FCA dealer in Port Lavaca, Texas. Plaintiff decided to
22 buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle
23 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the

1 Subject Vehicles were represented as environmentally friendly, having low emissions and good
2 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
3 When Plaintiff went to Port Lavaca Dodge Chrysler Dodge Jeep Ram to purchase the Subject
4 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
5 economy and performance. These representations, along with the advertised fuel economy, were
6 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
7 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
8 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
9 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
10 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
11 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
12 emission standards; that its emission treatment system was designed to de-activate during real-
13 world driving conditions; and that it could not achieve the advertised towing power, performance,
14 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
15 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
16 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
17 control devices.

18 622. Plaintiff, Jerry Fortenberry (for the purpose of this paragraph, "Plaintiff"), a citizen
19 of the State of Texas residing in the City of Sweeny, bought a 2016 Dodge Ram 1500 EcoDiesel®
20 (for the purpose of this paragraph, the "Subject Vehicle") on or about April 4, 2018, at Momentum
21 BMW, an authorized FCA dealer in Houston, Texas. Plaintiff decided to buy the Subject Vehicle
22 based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions
23 and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were

1 represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff
2 also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to
3 Momentum BMW to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's
4 EcoDiesel® attributes, including its fuel economy and performance. These representations, along
5 with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject
6 Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as
7 advertised only by emitting NOx at levels that are greater than advertised and above legal limits.
8 Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and
9 unauthorized emission control devices designed to cheat emission tests and to deceive consumers
10 and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less
11 for it, had he/she known that it did not comply with emission standards; that its emission treatment
12 system was designed to de-activate during real-world driving conditions; and that it could not
13 achieve the advertised towing power, performance, and/or fuel economy without cheating
14 emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of
15 Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid
16 less for it, had Defendants not concealed the unauthorized emission control devices.

17 623. Plaintiff, Jerry D. King (for the purpose of this paragraph, "Plaintiff"), a citizen of
18 the State of Texas residing in the City of Arlington, bought a 2015 Dodge Ram 1500 EcoDiesel®
19 (for the purpose of this paragraph, the "Subject Vehicle") on or about November 1, 2015, at Classic
20 Chrysler Dodge Jeep Ram FIAT, an authorized FCA dealer in Arlington, Texas. Plaintiff decided
21 to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel"
22 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on
23 which the Subject Vehicles were represented as environmentally friendly, having low emissions

1 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
2 Vehicles. When Plaintiff went to Classic Chrysler Dodge Jeep Ram FIAT to purchase the Subject
3 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
4 economy and performance. These representations, along with the advertised fuel economy, were
5 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
6 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
7 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
8 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
9 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
10 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
11 emission standards; that its emission treatment system was designed to de-activate during real-
12 world driving conditions; and that it could not achieve the advertised towing power, performance,
13 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
14 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
15 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
16 control devices.

17 624. Plaintiff, Marcus Carlock (for the purpose of this paragraph, "Plaintiff"), a citizen
18 of the State of Texas residing in the City of Mount Pleasant, bought a 2016 Dodge Ram 1500
19 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about December 1,
20 2017, at Hendrick Volkswagen Frisco, an authorized FCA dealer in Frisco, Texas. Plaintiff decided
21 to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel"
22 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on
23 which the Subject Vehicles were represented as environmentally friendly, having low emissions

1 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
2 Vehicles. When Plaintiff went to Hendrick Volkswagen Frisco to purchase the Subject Vehicle,
3 the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy
4 and performance. These representations, along with the advertised fuel economy, were among the
5 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
6 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
7 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
8 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
9 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
10 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
11 standards; that its emission treatment system was designed to de-activate during real-world driving
12 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
13 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
14 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
15 or would have paid less for it, had Defendants not concealed the unauthorized emission control
16 devices.

17 625. Plaintiff, James & Nichole Potts (for the purpose of this paragraph, "Plaintiff"), a
18 citizen of the State of Texas residing in the City of New Braunfels, bought a 2015 Dodge Ram
19 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about July 1,
20 2018, at Bluebonnet Chrysler Dodge, an authorized FCA dealer in New Braunfels, Texas. Plaintiff
21 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
22 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
23 website, on which the Subject Vehicles were represented as environmentally friendly, having low

1 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
2 Subject Vehicles. When Plaintiff went to Bluebonnet Chrysler Dodge to purchase the Subject
3 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
4 economy and performance. These representations, along with the advertised fuel economy, were
5 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
6 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
7 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
8 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
9 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
10 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
11 emission standards; that its emission treatment system was designed to de-activate during real-
12 world driving conditions; and that it could not achieve the advertised towing power, performance,
13 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
14 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
15 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
16 control devices.

17 626. Plaintiff, Russell Cash (for the purpose of this paragraph, "Plaintiff"), a citizen of
18 the State of Texas residing in the City of Killeen, bought a 2015 Dodge Ram 1500 EcoDiesel®
19 (for the purpose of this paragraph, the "Subject Vehicle") on or about October 1, 2015, at Dodge
20 Country, an authorized FCA dealer in Killeen, Texas. Plaintiff decided to buy the Subject Vehicle
21 based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions
22 and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were
23 represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff

1 also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to
2 Dodge Country to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's
3 EcoDiesel® attributes, including its fuel economy and performance. These representations, along
4 with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject
5 Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as
6 advertised only by emitting NOx at levels that are greater than advertised and above legal limits.
7 Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and
8 unauthorized emission control devices designed to cheat emission tests and to deceive consumers
9 and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less
10 for it, had he/she known that it did not comply with emission standards; that its emission treatment
11 system was designed to de-activate during real-world driving conditions; and that it could not
12 achieve the advertised towing power, performance, and/or fuel economy without cheating
13 emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of
14 Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid
15 less for it, had Defendants not concealed the unauthorized emission control devices.

16 627. Plaintiff, Casey Barton (for the purpose of this paragraph, "Plaintiff"), a citizen of
17 the State of Texas residing in the City of Burleson, bought a 2016 Dodge Ram 1500 EcoDiesel®
18 (for the purpose of this paragraph, the "Subject Vehicle") on or about September 1, 2016, at
19 Meador Dodge Chrysler Jeep Ram, an authorized FCA dealer in Fort Worth, Texas. Plaintiff
20 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
21 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
22 website, on which the Subject Vehicles were represented as environmentally friendly, having low
23 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the

1 Subject Vehicles. When Plaintiff went to Meador Dodge Chrysler Jeep Ram to purchase the
2 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
3 its fuel economy and performance. These representations, along with the advertised fuel economy,
4 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
5 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
6 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
7 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
8 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
9 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
10 comply with emission standards; that its emission treatment system was designed to de-activate
11 during real-world driving conditions; and that it could not achieve the advertised towing power,
12 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
13 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
14 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
15 unauthorized emission control devices.

16 628. Plaintiff, Coleman Sessums (for the purpose of this paragraph, "Plaintiff"), a
17 citizen of the State of Texas residing in the City of Granger, bought a 2015 Dodge Ram 1500
18 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about February 5,
19 2018, at Covert Ford of Hutto, an authorized FCA dealer in Hutto, Texas. Plaintiff decided to buy
20 the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
21 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
22 Subject Vehicles were represented as environmentally friendly, having low emissions and good
23 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.

1 When Plaintiff went to Covert Ford of Hutto to purchase the Subject Vehicle, the sales associate
2 touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance.
3 These representations, along with the advertised fuel economy, were among the primary reasons
4 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
5 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
6 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
7 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
8 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
9 would have paid less for it, had he/she known that it did not comply with emission standards; that
10 its emission treatment system was designed to de-activate during real-world driving conditions;
11 and that it could not achieve the advertised towing power, performance, and/or fuel economy
12 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
13 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
14 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

15 629. Plaintiff, Michael Werner (for the purpose of this paragraph, "Plaintiff"), a citizen
16 of the State of Texas residing in the City of Whitesboro, bought a 2014 Dodge Ram 1500
17 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about July 17, 2014,
18 at Waxahachie Chrysler Dodge Jeep Ram, an authorized FCA dealer in Waxahachie, Texas.
19 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
20 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
21 website, on which the Subject Vehicles were represented as environmentally friendly, having low
22 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
23 Subject Vehicles. When Plaintiff went to Waxahachie Chrysler Dodge Jeep Ram to purchase the

1 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
2 its fuel economy and performance. These representations, along with the advertised fuel economy,
3 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
4 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
5 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
6 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
7 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
8 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
9 comply with emission standards; that its emission treatment system was designed to de-activate
10 during real-world driving conditions; and that it could not achieve the advertised towing power,
11 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
12 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
13 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
14 unauthorized emission control devices.

15 630. Plaintiff, Gene C. Brown, Jr. (for the purpose of this paragraph, "Plaintiff"), a
16 citizen of the State of Texas residing in the City of Houston, bought a 2016 Dodge Ram 1500
17 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about January 27,
18 2016, at Tomball Dodge Chrysler Jeep Ram, an authorized FCA dealer in Tomball, Texas. Plaintiff
19 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
20 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
21 website, on which the Subject Vehicles were represented as environmentally friendly, having low
22 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
23 Subject Vehicles. When Plaintiff went to Tomball Dodge Chrysler Jeep Ram to purchase the

1 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
2 its fuel economy and performance. These representations, along with the advertised fuel economy,
3 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
4 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
5 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
6 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
7 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
8 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
9 comply with emission standards; that its emission treatment system was designed to de-activate
10 during real-world driving conditions; and that it could not achieve the advertised towing power,
11 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
12 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
13 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
14 unauthorized emission control devices.

15 631. Plaintiff, Duane Whitus (for the purpose of this paragraph, "Plaintiff"), a citizen of
16 the State of Texas residing in the City of Gladewater, bought a 2016 Dodge Ram 1500 EcoDiesel®
17 (for the purpose of this paragraph, the "Subject Vehicle") on or about May 1, 2016, at Peters
18 Chevrolet Chrysler Jeep Dodge Ram FIAT, an authorized FCA dealer in Longview, Texas.
19 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
20 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
21 website, on which the Subject Vehicles were represented as environmentally friendly, having low
22 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
23 Subject Vehicles. When Plaintiff went to Peters Chevrolet Chrysler Jeep Dodge Ram FIAT to

1 purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel®
2 attributes, including its fuel economy and performance. These representations, along with the
3 advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At
4 the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised
5 only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was
6 Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized
7 emission control devices designed to cheat emission tests and to deceive consumers and regulators.
8 Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she
9 known that it did not comply with emission standards; that its emission treatment system was
10 designed to de-activate during real-world driving conditions; and that it could not achieve the
11 advertised towing power, performance, and/or fuel economy without cheating emission tests.
12 Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct,
13 and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants
14 not concealed the unauthorized emission control devices.

15 632. Plaintiff, Andrew Moran (for the purpose of this paragraph, "Plaintiff"), a citizen
16 of the State of Texas residing in the City of Conroe, bought a 2016 Dodge Ram 1500 EcoDiesel®
17 (for the purpose of this paragraph, the "Subject Vehicle") on or about July 19, 2016, at
18 DeMontrond Chrysler Dodge Jeep Ram, an authorized FCA dealer in Conroe, Texas. Plaintiff
19 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
20 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
21 website, on which the Subject Vehicles were represented as environmentally friendly, having low
22 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
23 Subject Vehicles. When Plaintiff went to DeMontrond Chrysler Dodge Jeep Ram to purchase the

1 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
2 its fuel economy and performance. These representations, along with the advertised fuel economy,
3 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
4 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
5 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
6 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
7 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
8 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
9 comply with emission standards; that its emission treatment system was designed to de-activate
10 during real-world driving conditions; and that it could not achieve the advertised towing power,
11 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
12 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
13 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
14 unauthorized emission control devices.

15 633. Plaintiff, Scott Perry (for the purpose of this paragraph, "Plaintiff"), a citizen of the
16 State of Texas residing in the City of Flower Mound, bought a 2016 Dodge Ram 1500 EcoDiesel®
17 (for the purpose of this paragraph, the "Subject Vehicle") on or about March 30, 2016, at Huffines
18 Chrysler Jeep Dodge Ram Piano, an authorized FCA dealer in Piano, Texas. Plaintiff decided to
19 buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle
20 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
21 Subject Vehicles were represented as environmentally friendly, having low emissions and good
22 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
23 When Plaintiff went to Huffines Chrysler Jeep Dodge Ram Piano to purchase the Subject Vehicle,

1 the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy
2 and performance. These representations, along with the advertised fuel economy, were among the
3 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
4 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
5 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
6 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
7 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
8 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
9 standards; that its emission treatment system was designed to de-activate during real-world driving
10 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
11 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
12 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
13 or would have paid less for it, had Defendants not concealed the unauthorized emission control
14 devices.

15 634. Plaintiff, Bryan Jones (for the purpose of this paragraph, "Plaintiff"), a citizen of
16 the State of Texas residing in the City of Smithville, bought a 2015 Dodge Ram 1500 EcoDiesel®
17 (for the purpose of this paragraph, the "Subject Vehicle") on or about April 1, 2105, at Covert
18 Chrysler Dodge Jeep Ram, an authorized FCA dealer in Austin, Texas. Plaintiff decided to buy the
19 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
20 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
21 Subject Vehicles were represented as environmentally friendly, having low emissions and good
22 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
23 When Plaintiff went to Covert Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales

1 associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
2 performance. These representations, along with the advertised fuel economy, were among the
3 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
4 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
5 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
6 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
7 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
8 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
9 standards; that its emission treatment system was designed to de-activate during real-world driving
10 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
11 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
12 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
13 or would have paid less for it, had Defendants not concealed the unauthorized emission control
14 devices.

15 635. Plaintiff, Mario Maltez, Jr. (for the purpose of this paragraph, "Plaintiff"), a citizen
16 of the State of Texas residing in the City of Cypress, bought a 2015 Dodge Ram 1500 EcoDiesel®
17 (for the purpose of this paragraph, the "Subject Vehicle") on or about July 1, 2015, at Auto Nation
18 Chrysler Dodge Jeep Ram, an authorized FCA dealer in Katy, Texas. Plaintiff decided to buy the
19 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
20 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
21 Subject Vehicles were represented as environmentally friendly, having low emissions and good
22 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
23 When Plaintiff went to Auto Nation Chrysler Dodge Jeep Ram to purchase the Subject Vehicle,

1 the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy
2 and performance. These representations, along with the advertised fuel economy, were among the
3 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
4 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
5 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
6 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
7 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
8 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
9 standards; that its emission treatment system was designed to de-activate during real-world driving
10 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
11 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
12 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
13 or would have paid less for it, had Defendants not concealed the unauthorized emission control
14 devices.

15 636. Plaintiff, Saleh Sal (for the purpose of this paragraph, "Plaintiff"), a citizen of the
16 State of Texas residing in the City of Grand Prairie, bought a 2014 Dodge Ram 1500 EcoDiesel®
17 (for the purpose of this paragraph, the "Subject Vehicle") on or about March 1, 2015, at Bonham
18 Chrysler Dodge Jeep Ram, an authorized FCA dealer in Bonham, Texas. Plaintiff decided to buy
19 the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
20 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
21 Subject Vehicles were represented as environmentally friendly, having low emissions and good
22 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
23 When Plaintiff went to Bonham Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the

1 sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
2 performance. These representations, along with the advertised fuel economy, were among the
3 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
4 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
5 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
6 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
7 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
8 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
9 standards; that its emission treatment system was designed to de-activate during real-world driving
10 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
11 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
12 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
13 or would have paid less for it, had Defendants not concealed the unauthorized emission control
14 devices.

15 637. Plaintiff, John Horner (for the purpose of this paragraph, "Plaintiff"), a citizen of
16 the State of Texas residing in the City of Mission, bought a 2014 Dodge Ram 1500 EcoDiesel®
17 (for the purpose of this paragraph, the "Subject Vehicle") on or about October 15, 2014, at Ed
18 Payne Auto, an authorized FCA dealer in Weslaco, Texas. Plaintiff decided to buy the Subject
19 Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced
20 emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject
21 Vehicles were represented as environmentally friendly, having low emissions and good fuel
22 economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When
23 Plaintiff went to Ed Payne Auto to purchase the Subject Vehicle, the sales associate touted the

1 Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
2 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
3 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
4 could perform as advertised only by emitting NOx at levels that are greater than advertised and
5 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
6 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
7 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
8 would have paid less for it, had he/she known that it did not comply with emission standards; that
9 its emission treatment system was designed to de-activate during real-world driving conditions;
10 and that it could not achieve the advertised towing power, performance, and/or fuel economy
11 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
12 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
13 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

14 638. Plaintiff, Benjamin Tester (for the purpose of this paragraph, "Plaintiff"), a citizen
15 of the State of Texas residing in the City of Harker Heights, bought a 2016 Dodge Ram 1500
16 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about November 15,
17 2015, at Mac Haik Dodge Chrysler Jeep Ram, an authorized FCA dealer in Temple, Texas.
18 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
19 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
20 website, on which the Subject Vehicles were represented as environmentally friendly, having low
21 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
22 Subject Vehicles. When Plaintiff went to Mac Haik Didge Chrysler Jeep Ram to purchase the
23 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including

1 its fuel economy and performance. These representations, along with the advertised fuel economy,
2 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
3 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
4 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
5 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
6 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
7 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
8 comply with emission standards; that its emission treatment system was designed to de-activate
9 during real-world driving conditions; and that it could not achieve the advertised towing power,
10 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
11 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
12 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
13 unauthorized emission control devices.

14 639. Plaintiff, Dwayne Hunter (for the purpose of this paragraph, "Plaintiff"), a citizen
15 of the State of Texas residing in the City of San Angelo, bought a 2015 Dodge Ram 1500
16 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about October 1, 2015,
17 at Classic Chrysler Dodge Jeep Ram FIAT, an authorized FCA dealer in Arlington, Texas. Plaintiff
18 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
19 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
20 website, on which the Subject Vehicles were represented as environmentally friendly, having low
21 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
22 Subject Vehicles. When Plaintiff went to Classic Chrysler Dodge Jeep Ram FIAT to purchase the
23 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including

1 its fuel economy and performance. These representations, along with the advertised fuel economy,
2 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
3 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
4 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
5 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
6 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
7 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
8 comply with emission standards; that its emission treatment system was designed to de-activate
9 during real-world driving conditions; and that it could not achieve the advertised towing power,
10 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
11 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
12 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
13 unauthorized emission control devices.

14 640. Plaintiff, John Lemelle (for the purpose of this paragraph, "Plaintiff"), a citizen of
15 the State of Texas residing in the City of Liberty, bought a 2016 Dodge Ram 1500 EcoDiesel®
16 (for the purpose of this paragraph, the "Subject Vehicle") on or about April 1, 2016, at Helfman
17 Dodge Chrysler Jeep Ram, an authorized FCA dealer in Houston, Texas. Plaintiff decided to buy
18 the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
19 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
20 Subject Vehicles were represented as environmentally friendly, having low emissions and good
21 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
22 When Plaintiff went to Helfman Dodge Chrysler Jeep Ram to purchase the Subject Vehicle, the
23 sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and

1 performance. These representations, along with the advertised fuel economy, were among the
2 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
3 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
4 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
5 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
6 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
7 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
8 standards; that its emission treatment system was designed to de-activate during real-world driving
9 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
10 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
11 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
12 or would have paid less for it, had Defendants not concealed the unauthorized emission control
13 devices.

14 641. Plaintiff, Cory Estelle (for the purpose of this paragraph, "Plaintiff"), a citizen of
15 the State of Texas residing in the City of San Antonio, bought a 2014 Dodge Ram 1500
16 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about January 15,
17 2017, at World Car Hyundai North, an authorized FCA dealer in San Antonio, Texas. Plaintiff
18 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
19 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
20 website, on which the Subject Vehicles were represented as environmentally friendly, having low
21 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
22 Subject Vehicles. When Plaintiff went to World Car Hyundai North to purchase the Subject
23 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel

1 economy and performance. These representations, along with the advertised fuel economy, were
2 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
3 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
4 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
5 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
6 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
7 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
8 emission standards; that its emission treatment system was designed to de-activate during real-
9 world driving conditions; and that it could not achieve the advertised towing power, performance,
10 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
11 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
12 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
13 control devices.

14 642. Plaintiff, Eric Karcher (for the purpose of this paragraph, "Plaintiff"), a citizen of
15 the State of Texas residing in the City of Boerne, bought a 2014 Jeep Grand Cherokee EcoDiesel®
16 (for the purpose of this paragraph, the "Subject Vehicle") on or about July 1, 2014, at Ingram Park
17 Chrysler Jeep Dodge Ram, an authorized FCA dealer in San Antonio, Texas. Plaintiff decided to
18 buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle
19 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the
20 Subject Vehicles were represented as environmentally friendly, having low emissions and good
21 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
22 When Plaintiff went to Ingram Park Chrysler Jeep Dodge Ram to purchase the Subject Vehicle,
23 the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy

1 and performance. These representations, along with the advertised fuel economy, were among the
2 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
3 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
4 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
5 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
6 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
7 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
8 standards; that its emission treatment system was designed to de-activate during real-world driving
9 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
10 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
11 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
12 or would have paid less for it, had Defendants not concealed the unauthorized emission control
13 devices.

14 643. Plaintiff, Kenneth Trent Paris (for the purpose of this paragraph, "Plaintiff"), a
15 citizen of the State of Texas residing in the City of Waco, bought a 2015 Dodge Ram 1500
16 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about March 12, 2016,
17 at Allen Samuels Dodge Chrysler Jeep, an authorized FCA dealer in Waco, Texas. Plaintiff
18 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
19 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
20 website, on which the Subject Vehicles were represented as environmentally friendly, having low
21 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
22 Subject Vehicles. When Plaintiff went to ** to purchase the Subject Vehicle, the sales associate
23 touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance.

1 These representations, along with the advertised fuel economy, were among the primary reasons
2 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
3 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
4 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
5 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
6 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
7 would have paid less for it, had he/she known that it did not comply with emission standards; that
8 its emission treatment system was designed to de-activate during real-world driving conditions;
9 and that it could not achieve the advertised towing power, performance, and/or fuel economy
10 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
11 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
12 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

13 644. Plaintiff, William & Kimberly Mayes (for the purpose of this paragraph,
14 "Plaintiff"), a citizen of the State of Texas residing in the City of Abilene, bought a 2016 Dodge
15 Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about
16 August 27, 2016, at Star Dodge Chrysler Jeep Ram, an authorized FCA dealer in Abilene, Texas.
17 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
18 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
19 website, on which the Subject Vehicles were represented as environmentally friendly, having low
20 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
21 Subject Vehicles. When Plaintiff went to Star Dodge Chrysler Jeep Ram to purchase the Subject
22 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
23 economy and performance. These representations, along with the advertised fuel economy, were

1 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
2 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
3 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
4 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
5 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
6 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
7 emission standards; that its emission treatment system was designed to de-activate during real-
8 world driving conditions; and that it could not achieve the advertised towing power, performance,
9 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
10 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
11 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
12 control devices.

13 645. Plaintiff, Alan Ostermiller (for the purpose of this paragraph, "Plaintiff"), a citizen
14 of the State of Texas residing in the City of Corpus Christi, bought a 2016 Dodge Ram 1500
15 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about April 1, 2016,
16 at Port Lavaca Dodge, an authorized FCA dealer in Port Lavaca, Texas. Plaintiff decided to buy
17 the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
18 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
19 Subject Vehicles were represented as environmentally friendly, having low emissions and good
20 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
21 When Plaintiff went to Port Lavaca Dodge to purchase the Subject Vehicle, the sales associate
22 touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance.
23 These representations, along with the advertised fuel economy, were among the primary reasons

1 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
2 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
3 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
4 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
5 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
6 would have paid less for it, had he/she known that it did not comply with emission standards; that
7 its emission treatment system was designed to de-activate during real-world driving conditions;
8 and that it could not achieve the advertised towing power, performance, and/or fuel economy
9 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
10 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
11 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

12 646. Plaintiff, Ruben Luevanos (for the purpose of this paragraph, "Plaintiff"), a citizen
13 of the State of Texas residing in the City of Del Rio, bought a 2016 Dodge Ram 1500 EcoDiesel®
14 (for the purpose of this paragraph, the "Subject Vehicle") on or about November 19, 2016, at
15 Ingram Park Chrysler Jeep Dodge Ram, an authorized FCA dealer in San Antonio, Texas. Plaintiff
16 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
17 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
18 website, on which the Subject Vehicles were represented as environmentally friendly, having low
19 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
20 Subject Vehicles. When Plaintiff went to Ingram Park Chrysler Jeep Dodge Ram to purchase the
21 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
22 its fuel economy and performance. These representations, along with the advertised fuel economy,
23 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,

1 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
2 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
3 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
4 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
5 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
6 comply with emission standards; that its emission treatment system was designed to de-activate
7 during real-world driving conditions; and that it could not achieve the advertised towing power,
8 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
9 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
10 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
11 unauthorized emission control devices.

12 647. Plaintiff, George Henry (for the purpose of this paragraph, "Plaintiff"), a citizen of
13 the State of Texas residing in the City of Holliday, bought a 2016 Dodge Ram 1500 EcoDiesel®
14 (for the purpose of this paragraph, the "Subject Vehicle") on or about October 31, 2016, at
15 Patterson Dodge Chrysler Jeep Ram, an authorized FCA dealer in Wichita Falls, Texas. Plaintiff
16 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
17 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
18 website, on which the Subject Vehicles were represented as environmentally friendly, having low
19 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
20 Subject Vehicles. When Plaintiff went to Patterson Dodge Chrysler Jeep Ram to purchase the
21 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
22 its fuel economy and performance. These representations, along with the advertised fuel economy,
23 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,

1 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
2 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
3 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
4 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
5 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
6 comply with emission standards; that its emission treatment system was designed to de-activate
7 during real-world driving conditions; and that it could not achieve the advertised towing power,
8 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
9 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
10 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
11 unauthorized emission control devices.

12 648. Plaintiff, Don Merriman d/b/a Don-Sandy, LLC (for the purpose of this paragraph,
13 "Plaintiff"), a citizen of the State of Texas residing in the City of Sherman, bought a 2014 Dodge
14 Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about July
15 1, 2014, at Bonham Chrysler Dodge, an authorized FCA dealer in Bonham, Texas. Plaintiff
16 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
17 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
18 website, on which the Subject Vehicles were represented as environmentally friendly, having low
19 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
20 Subject Vehicles. When Plaintiff went to Bonham Chrysler Dodge to purchase the Subject
21 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
22 economy and performance. These representations, along with the advertised fuel economy, were
23 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff

1 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
2 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
3 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
4 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
5 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
6 emission standards; that its emission treatment system was designed to de-activate during real-
7 world driving conditions; and that it could not achieve the advertised towing power, performance,
8 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
9 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
10 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
11 control devices.

12 649. Plaintiff, Richard Holbach (for the purpose of this paragraph, "Plaintiff"), a citizen
13 of the State of Texas residing in the City of Corpus Christi, bought a 2016 Dodge Ram 1500
14 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about May 16, 2016,
15 at Herbert's Town and Country Chrysler Dodge Jeep Ram, an authorized FCA dealer in
16 Shreveport, Texas. Plaintiff decided to buy the Subject Vehicle based in part on FCA's
17 representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient).
18 Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as
19 environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls
20 seeing television commercials about the Subject Vehicles. When Plaintiff went to Herbert's Town
21 and Country Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted
22 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
23 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff

1 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
2 could perform as advertised only by emitting NOx at levels that are greater than advertised and
3 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
4 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
5 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
6 would have paid less for it, had he/she known that it did not comply with emission standards; that
7 its emission treatment system was designed to de-activate during real-world driving conditions;
8 and that it could not achieve the advertised towing power, performance, and/or fuel economy
9 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
10 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
11 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

12 650. Plaintiff, Richard Robinson (for the purpose of this paragraph, "Plaintiff"), a
13 citizen of the State of Texas residing in the City of Los Indios, bought a 2014 Dodge Ram 1500
14 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about December 14,
15 2013, at Burns Motors, an authorized FCA dealer in McAllen, Texas. Plaintiff decided to buy the
16 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
17 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
18 Subject Vehicles were represented as environmentally friendly, having low emissions and good
19 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
20 When Plaintiff went to Burns Motors to purchase the Subject Vehicle, the sales associate touted
21 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
22 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
23 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle

1 could perform as advertised only by emitting NOx at levels that are greater than advertised and
2 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
3 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
4 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
5 would have paid less for it, had he/she known that it did not comply with emission standards; that
6 its emission treatment system was designed to de-activate during real-world driving conditions;
7 and that it could not achieve the advertised towing power, performance, and/or fuel economy
8 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
9 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
10 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

11 651. Plaintiff, Theodore Grubbs (for the purpose of this paragraph, "Plaintiff"), a citizen
12 of the State of Indiana residing in the City of Warsaw, bought a 2015 Dodge Ram 1500
13 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about November 16,
14 2015, at Warsaw Chrysler Dodge Jeep Ram, an authorized FCA dealer in Warsaw, Indiana.
15 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
16 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
17 website, on which the Subject Vehicles were represented as environmentally friendly, having low
18 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
19 Subject Vehicles. When Plaintiff went to Warsaw Chrysler Dodge Jeep Ram to purchase the
20 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
21 its fuel economy and performance. These representations, along with the advertised fuel economy,
22 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
23 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx

1 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
2 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
3 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
4 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
5 comply with emission standards; that its emission treatment system was designed to de-activate
6 during real-world driving conditions; and that it could not achieve the advertised towing power,
7 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
8 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
9 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
10 unauthorized emission control devices.

11 652. Plaintiff, Kimberly H. & David W. Whittington (for the purpose of this paragraph,
12 "Plaintiff"), a citizen of the State of Alabama residing in the City of Bay Minette, bought a 2014
13 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or
14 about February 23, 2018, at Chuck Steven's Chevrolet, an authorized FCA dealer in Bay Minette,
15 Alabama. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that
16 it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting
17 the Ram website, on which the Subject Vehicles were represented as environmentally friendly,
18 having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials
19 about the Subject Vehicles. When Plaintiff went to Chuck Steven's Chevrolet to purchase the
20 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
21 its fuel economy and performance. These representations, along with the advertised fuel economy,
22 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
23 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx

1 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
2 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
3 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
4 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
5 comply with emission standards; that its emission treatment system was designed to de-activate
6 during real-world driving conditions; and that it could not achieve the advertised towing power,
7 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
8 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
9 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
10 unauthorized emission control devices.

11 653. Plaintiff, Dana L. Gregory (for the purpose of this paragraph, "Plaintiff"), a citizen
12 of the State of Georgia residing in the City of LaGrange, bought a 2015 Dodge Ram 1500
13 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about March 15, 2016,
14 at Newnan Peachtree Chrysler Dodge Jeep, an authorized FCA dealer in Newnan, Georgia.
15 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
16 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
17 website, on which the Subject Vehicles were represented as environmentally friendly, having low
18 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
19 Subject Vehicles. When Plaintiff went to Newnan Peachtree Chrysler Dodge Jeep to purchase the
20 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
21 its fuel economy and performance. These representations, along with the advertised fuel economy,
22 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
23 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx

1 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
2 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
3 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
4 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
5 comply with emission standards; that its emission treatment system was designed to de-activate
6 during real-world driving conditions; and that it could not achieve the advertised towing power,
7 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
8 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
9 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
10 unauthorized emission control devices.

11 654. Plaintiff, Robert Alpers d/b/a Anything Automotive (for the purpose of this
12 paragraph, "Plaintiff"), a citizen of the State of Indiana residing in the City of Hobart, bought a
13 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on
14 or about March 31, 2016, at Bosak Motors, an authorized FCA dealer in Merrillville, Indiana.
15 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
16 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
17 website, on which the Subject Vehicles were represented as environmentally friendly, having low
18 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
19 Subject Vehicles. When Plaintiff went to Bosak Motors to purchase the Subject Vehicle, the sales
20 associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
21 performance. These representations, along with the advertised fuel economy, were among the
22 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
23 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater

1 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
2 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
3 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
4 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
5 standards; that its emission treatment system was designed to de-activate during real-world driving
6 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
7 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
8 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
9 or would have paid less for it, had Defendants not concealed the unauthorized emission control
10 devices.

11 655. Plaintiff, Brent Lavender (for the purpose of this paragraph, "Plaintiff"), a citizen
12 of the State of Texas residing in the City of Amarillo, bought a 2014 Dodge Ram 1500 EcoDiesel®
13 (for the purpose of this paragraph, the "Subject Vehicle") on or about October 3, 2014, at
14 Southpoint Dodge, an authorized FCA dealer in Tulsa, Oklahoma. Plaintiff decided to buy the
15 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
16 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
17 Subject Vehicles were represented as environmentally friendly, having low emissions and good
18 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
19 When Plaintiff went to Southpoint Dodge to purchase the Subject Vehicle, the sales associate
20 touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance.
21 These representations, along with the advertised fuel economy, were among the primary reasons
22 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
23 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised

1 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
2 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
3 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
4 would have paid less for it, had he/she known that it did not comply with emission standards; that
5 its emission treatment system was designed to de-activate during real-world driving conditions;
6 and that it could not achieve the advertised towing power, performance, and/or fuel economy
7 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
8 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
9 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

10 656. Plaintiff, Brent Cole (for the purpose of this paragraph, "Plaintiff"), a citizen of the
11 State of Texas residing in the City of Livingston, bought a 2016 Dodge Ram 1500 EcoDiesel®
12 (for the purpose of this paragraph, the "Subject Vehicle") on or about August 6, 2016, at Briggs
13 Dodge of Lawrence Kansas, an authorized FCA dealer in Lawrence, Kansas. Plaintiff decided to
14 buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle
15 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
16 Subject Vehicles were represented as environmentally friendly, having low emissions and good
17 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
18 When Plaintiff went to Briggs Dodge of Lawrence Kansas to purchase the Subject Vehicle, the
19 sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
20 performance. These representations, along with the advertised fuel economy, were among the
21 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
22 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
23 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was

1 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
2 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
3 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
4 standards; that its emission treatment system was designed to de-activate during real-world driving
5 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
6 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
7 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
8 or would have paid less for it, had Defendants not concealed the unauthorized emission control
9 devices.

10 657. Plaintiff, Chad Trahan (for the purpose of this paragraph, "Plaintiff"), a citizen of
11 the State of Georgia residing in the City of Hampton, bought a 2015 Dodge Ram 1500 EcoDiesel®
12 (for the purpose of this paragraph, the "Subject Vehicle") on or about January 27, 2016, at
13 Thornton Road Chrysler Dodge Jeep Ram, an authorized FCA dealer in Lithia Springs, Georgia.
14 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
15 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
16 website, on which the Subject Vehicles were represented as environmentally friendly, having low
17 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
18 Subject Vehicles. When Plaintiff went to Thornton Road Chrysler Dodge Jeep Ram to purchase
19 the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes,
20 including its fuel economy and performance. These representations, along with the advertised fuel
21 economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of
22 purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by
23 emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff

1 aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission
2 control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff
3 would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known
4 that it did not comply with emission standards; that its emission treatment system was designed to
5 de-activate during real-world driving conditions; and that it could not achieve the advertised
6 towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has
7 suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would
8 not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not
9 concealed the unauthorized emission control devices.

10 658. Plaintiff, Charles Suder (for the purpose of this paragraph, "Plaintiff"), a citizen of
11 the State of Indiana residing in the City of Fort Wayne, bought a 2014 Dodge Ram 1500
12 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about September 1,
13 2014, at Charles Suder, an authorized FCA dealer in Fort Wayne, Indiana. Plaintiff decided to buy
14 the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
15 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
16 Subject Vehicles were represented as environmentally friendly, having low emissions and good
17 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
18 When Plaintiff went to Charles Suder to purchase the Subject Vehicle, the sales associate touted
19 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
20 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
21 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
22 could perform as advertised only by emitting NOx at levels that are greater than advertised and
23 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with

1 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
2 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
3 would have paid less for it, had he/she known that it did not comply with emission standards; that
4 its emission treatment system was designed to de-activate during real-world driving conditions;
5 and that it could not achieve the advertised towing power, performance, and/or fuel economy
6 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
7 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
8 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

9 659. Plaintiff, Danny Quisenberry (for the purpose of this paragraph, "Plaintiff"), a
10 citizen of the State of Texas residing in the City of Seminole, bought a 2015 Jeep Grand Cherokee
11 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about April 28, 2016,
12 at Tate Branch Hobbs, an authorized FCA dealer in Hobbs, New Mexico. Plaintiff decided to buy
13 the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
14 reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the
15 Subject Vehicles were represented as environmentally friendly, having low emissions and good
16 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
17 When Plaintiff went to Tate Branch Hobbs to purchase the Subject Vehicle, the sales associate
18 touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance.
19 These representations, along with the advertised fuel economy, were among the primary reasons
20 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
21 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
22 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
23 undisclosed and unauthorized emission control devices designed to cheat emission tests and to

1 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
2 would have paid less for it, had he/she known that it did not comply with emission standards; that
3 its emission treatment system was designed to de-activate during real-world driving conditions;
4 and that it could not achieve the advertised towing power, performance, and/or fuel economy
5 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
6 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
7 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

8 660. Plaintiff, Dustin Louden (for the purpose of this paragraph, "Plaintiff"), a citizen
9 of the State of West Virginia residing in the City of Clarksburg, bought a 2016 Dodge Ram 1500
10 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about February 1,
11 2016, at Country Club Chrysler Dodge Jeep Ram, an authorized FCA dealer in Clarksburg, West
12 Virginia. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that
13 it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting
14 the Ram website, on which the Subject Vehicles were represented as environmentally friendly,
15 having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials
16 about the Subject Vehicles. When Plaintiff went to Country Club Chrysler Dodge Jeep Ram to
17 purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel®
18 attributes, including its fuel economy and performance. These representations, along with the
19 advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At
20 the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised
21 only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was
22 Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized
23 emission control devices designed to cheat emission tests and to deceive consumers and regulators.

1 Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she
2 known that it did not comply with emission standards; that its emission treatment system was
3 designed to de-activate during real-world driving conditions; and that it could not achieve the
4 advertised towing power, performance, and/or fuel economy without cheating emission tests.
5 Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct,
6 and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants
7 not concealed the unauthorized emission control devices.

8 661. Plaintiff, Englebert Cherrington (for the purpose of this paragraph, "Plaintiff"), a
9 citizen of the State of Georgia residing in the City of Canton, bought a 2015 Dodge Ram 1500
10 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about September 8,
11 2017, at Gunn Motor Company, an authorized FCA dealer in Covington, Georgia. Plaintiff decided
12 to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel"
13 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on
14 which the Subject Vehicles were represented as environmentally friendly, having low emissions
15 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
16 Vehicles. When Plaintiff went to Gunn Motor Company to purchase the Subject Vehicle, the sales
17 associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
18 performance. These representations, along with the advertised fuel economy, were among the
19 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
20 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
21 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
22 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
23 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject

1 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
2 standards; that its emission treatment system was designed to de-activate during real-world driving
3 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
4 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
5 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
6 or would have paid less for it, had Defendants not concealed the unauthorized emission control
7 devices.

8 662. Plaintiff, Felix Orlando Gonzales, Jr. (for the purpose of this paragraph,
9 "Plaintiff"), a citizen of the State of Texas residing in the City of San Antonio, bought a 2015
10 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or
11 about September 8, 2017, at Super Cars Direct, an authorized FCA dealer in Kernersville, North
12 Carolina. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that
13 it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting
14 the Ram website, on which the Subject Vehicles were represented as environmentally friendly,
15 having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials
16 about the Subject Vehicles. When Plaintiff went to Super Cars Direct to purchase the Subject
17 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
18 economy and performance. These representations, along with the advertised fuel economy, were
19 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
20 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
21 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
22 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
23 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased

1 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
2 emission standards; that its emission treatment system was designed to de-activate during real-
3 world driving conditions; and that it could not achieve the advertised towing power, performance,
4 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
5 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
6 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
7 control devices.

8 663. Plaintiff, Frank Deguzman (for the purpose of this paragraph, "Plaintiff"), a citizen
9 of the State of Texas residing in the City of San Antonio, bought a 2014 Dodge Ram 1500
10 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 27, 2014,
11 at Larry H. Miller Dodge Ram Tucson, an authorized FCA dealer in Tucson, Arizona. Plaintiff
12 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
13 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
14 website, on which the Subject Vehicles were represented as environmentally friendly, having low
15 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
16 Subject Vehicles. When Plaintiff went to Larry H. Miller Dodge Ram Tucson to purchase the
17 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
18 its fuel economy and performance. These representations, along with the advertised fuel economy,
19 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
20 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
21 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
22 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
23 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have

1 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
2 comply with emission standards; that its emission treatment system was designed to de-activate
3 during real-world driving conditions; and that it could not achieve the advertised towing power,
4 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
5 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
6 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
7 unauthorized emission control devices.

8 664. Plaintiff, Gregory Brunette, D.O. (for the purpose of this paragraph, "Plaintiff"), a
9 citizen of the State of West Virginia residing in the City of Elkview, bought a 2015 Jeep Grand
10 Cherokee EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about
11 October 28, 2015, at Dutch Miller, an authorized FCA dealer in Charleston, West Virginia.
12 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
13 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep
14 website, on which the Subject Vehicles were represented as environmentally friendly, having low
15 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
16 Subject Vehicles. When Plaintiff went to Dutch Miller to purchase the Subject Vehicle, the sales
17 associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
18 performance. These representations, along with the advertised fuel economy, were among the
19 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
20 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
21 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
22 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
23 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject

1 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
2 standards; that its emission treatment system was designed to de-activate during real-world driving
3 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
4 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
5 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
6 or would have paid less for it, had Defendants not concealed the unauthorized emission control
7 devices.

8 665. Plaintiff, Greg Cain (for the purpose of this paragraph, "Plaintiff"), a citizen of the
9 State of Alabama residing in the City of Bessemer, bought a 2016 Dodge Ram 1500 EcoDiesel®
10 (for the purpose of this paragraph, the "Subject Vehicle") on or about February 17, 2016, at
11 Hendrick Dodge Ram, an authorized FCA dealer in Cary, North Carolina. Plaintiff decided to buy
12 the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
13 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
14 Subject Vehicles were represented as environmentally friendly, having low emissions and good
15 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
16 When Plaintiff went to Hendrick Dodge Ram to purchase the Subject Vehicle, the sales associate
17 touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance.
18 These representations, along with the advertised fuel economy, were among the primary reasons
19 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
20 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
21 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
22 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
23 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or

1 would have paid less for it, had he/she known that it did not comply with emission standards; that
2 its emission treatment system was designed to de-activate during real-world driving conditions;
3 and that it could not achieve the advertised towing power, performance, and/or fuel economy
4 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
5 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
6 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

7 666. Plaintiff, Herbert Likens (for the purpose of this paragraph, "Plaintiff"), a citizen
8 of the State of Indian residing in the City of Anderson, bought a 2014 Jeep Grand Cherokee
9 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about April 12, 2015,
10 at Michigan City Chrysler Dodge Jeep Ram, an authorized FCA dealer in Michigan City, Indiana.
11 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
12 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep
13 website, on which the Subject Vehicles were represented as environmentally friendly, having low
14 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
15 Subject Vehicles. When Plaintiff went to Michigan City Chrysler Dodge Jeep Ram to purchase
16 the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes,
17 including its fuel economy and performance. These representations, along with the advertised fuel
18 economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of
19 purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by
20 emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff
21 aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission
22 control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff
23 would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known

1 that it did not comply with emission standards; that its emission treatment system was designed to
2 de-activate during real-world driving conditions; and that it could not achieve the advertised
3 towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has
4 suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would
5 not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not
6 concealed the unauthorized emission control devices.

7 667. Plaintiff, Jack London (for the purpose of this paragraph, "Plaintiff"), a citizen of
8 the State of Massachusetts residing in the City of Dover, bought a 2014 Jeep Grand Cherokee
9 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about August 19,
10 2014, at Brigham-Gill, an authorized FCA dealer in Natick, Massachusetts. Plaintiff decided to
11 buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle
12 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the
13 Subject Vehicles were represented as environmentally friendly, having low emissions and good
14 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
15 When Plaintiff went to Brigham-Gill to purchase the Subject Vehicle, the sales associate touted
16 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
17 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
18 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
19 could perform as advertised only by emitting NOx at levels that are greater than advertised and
20 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
21 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
22 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
23 would have paid less for it, had he/she known that it did not comply with emission standards; that

1 its emission treatment system was designed to de-activate during real-world driving conditions;
2 and that it could not achieve the advertised towing power, performance, and/or fuel economy
3 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
4 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
5 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

6 668. Plaintiff, Jeffrey Cook (for the purpose of this paragraph, "Plaintiff"), a citizen of
7 the State of West Virginia residing in the City of Pinch, bought a 2015 Dodge Ram 1500
8 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about August 16,
9 2015, at Auto World of Big Stone Gap, an authorized FCA dealer in Big Stone Gap, Virginia.
10 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
11 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
12 website, on which the Subject Vehicles were represented as environmentally friendly, having low
13 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
14 Subject Vehicles. When Plaintiff went to Auto World Big Stone Gap to purchase the Subject
15 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
16 economy and performance. These representations, along with the advertised fuel economy, were
17 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
18 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
19 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
20 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
21 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
22 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
23 emission standards; that its emission treatment system was designed to de-activate during real-

1 world driving conditions; and that it could not achieve the advertised towing power, performance,
2 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
3 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
4 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
5 control devices.

6 669. Plaintiff, Marcel Lamoureux (for the purpose of this paragraph, "Plaintiff"), a
7 citizen of the State of Florida residing in the City of Lee, bought a 2016 Dodge Ram 1500
8 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about October 6, 2016,
9 at Cass Burch Chrysler Dodge Jeep Ram, an authorized FCA dealer in Quitman, Georgia. Plaintiff
10 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
11 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
12 website, on which the Subject Vehicles were represented as environmentally friendly, having low
13 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
14 Subject Vehicles. When Plaintiff went to Cass Burch Chrysler Dodge Jeep Ram to purchase the
15 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
16 its fuel economy and performance. These representations, along with the advertised fuel economy,
17 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
18 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
19 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
20 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
21 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
22 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
23 comply with emission standards; that its emission treatment system was designed to de-activate

1 during real-world driving conditions; and that it could not achieve the advertised towing power,
2 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
3 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
4 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
5 unauthorized emission control devices.

6 670. Plaintiff, Randall & Melissa Westmorland (for the purpose of this paragraph,
7 "Plaintiff"), a citizen of the State of Georgia residing in the City of Buchanan, bought a 2014
8 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or
9 about March 1, 2017, at James Oneal, an authorized FCA dealer in Bremen, Georgia. Plaintiff
10 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
11 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
12 website, on which the Subject Vehicles were represented as environmentally friendly, having low
13 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
14 Subject Vehicles. When Plaintiff went to James Oneal to purchase the Subject Vehicle, the sales
15 associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
16 performance. These representations, along with the advertised fuel economy, were among the
17 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
18 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
19 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
20 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
21 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
22 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
23 standards; that its emission treatment system was designed to de-activate during real-world driving

1 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
2 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
3 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
4 or would have paid less for it, had Defendants not concealed the unauthorized emission control
5 devices.

6 671. Plaintiff, Micah Hill (for the purpose of this paragraph, "Plaintiff"), a citizen of the
7 State of Alabama residing in the City of Tuscaloosa, bought a 2014 Dodge Ram 1500 EcoDiesel®
8 (for the purpose of this paragraph, the "Subject Vehicle") on or about October 15, 2016, at Don
9 Jackson, an authorized FCA dealer in Union City, Georgia. Plaintiff decided to buy the Subject
10 Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced
11 emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject
12 Vehicles were represented as environmentally friendly, having low emissions and good fuel
13 economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When
14 Plaintiff went to Don Jackson to purchase the Subject Vehicle, the sales associate touted the
15 Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
16 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
17 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
18 could perform as advertised only by emitting NOx at levels that are greater than advertised and
19 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
20 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
21 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
22 would have paid less for it, had he/she known that it did not comply with emission standards; that
23 its emission treatment system was designed to de-activate during real-world driving conditions;

1 and that it could not achieve the advertised towing power, performance, and/or fuel economy
2 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
3 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
4 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

5 672. Plaintiff, Nicholas Hess (for the purpose of this paragraph, "Plaintiff"), a citizen of
6 the State of Indiana residing in the City of Seymour, bought a 2014 Dodge Ram 1500 EcoDiesel®
7 (for the purpose of this paragraph, the "Subject Vehicle") on or about January 13, 2017, at
8 Mancari's Chrysler Dodge Jeep Ram, an authorized FCA dealer in Oak Lawn, Illinois. Plaintiff
9 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
10 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
11 website, on which the Subject Vehicles were represented as environmentally friendly, having low
12 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
13 Subject Vehicles. When Plaintiff went to Mancari's Chrysler Dodge Jeep Ram to purchase the
14 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
15 its fuel economy and performance. These representations, along with the advertised fuel economy,
16 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
17 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
18 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
19 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
20 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
21 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
22 comply with emission standards; that its emission treatment system was designed to de-activate
23 during real-world driving conditions; and that it could not achieve the advertised towing power,

1 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
2 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
3 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
4 unauthorized emission control devices.

5 673. Plaintiff, Ralph Nason (for the purpose of this paragraph, "Plaintiff"), a citizen of
6 the State of Maine residing in the City of Unity, bought a 2015 Dodge Ram 1500 EcoDiesel® (for
7 the purpose of this paragraph, the "Subject Vehicle") on or about May 11, 2015, at Central Maine
8 Chrysler Dodge Jeep, an authorized FCA dealer in Waterville, Maine. Plaintiff decided to buy the
9 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
10 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
11 Subject Vehicles were represented as environmentally friendly, having low emissions and good
12 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
13 When Plaintiff went to Central Maine Chrysler Dodge Jeep to purchase the Subject Vehicle, the
14 sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
15 performance. These representations, along with the advertised fuel economy, were among the
16 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
17 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
18 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
19 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
20 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
21 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
22 standards; that its emission treatment system was designed to de-activate during real-world driving
23 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel

1 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
2 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
3 or would have paid less for it, had Defendants not concealed the unauthorized emission control
4 devices.

5 674. Plaintiff, Robert Radel (for the purpose of this paragraph, "Plaintiff"), a citizen of
6 the State of Indiana residing in the City of Peru, bought a 2016 Dodge Ram 1500 EcoDiesel® (for
7 the purpose of this paragraph, the "Subject Vehicle") on or about March 3, 2018, at Findlay, an
8 authorized FCA dealer in Findlay, Ohio. Plaintiff decided to buy the Subject Vehicle based in part
9 on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel
10 efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were
11 represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff
12 also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to
13 Findlay to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's
14 EcoDiesel® attributes, including its fuel economy and performance. These representations, along
15 with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject
16 Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as
17 advertised only by emitting NOx at levels that are greater than advertised and above legal limits.
18 Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and
19 unauthorized emission control devices designed to cheat emission tests and to deceive consumers
20 and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less
21 for it, had he/she known that it did not comply with emission standards; that its emission treatment
22 system was designed to de-activate during real-world driving conditions; and that it could not
23 achieve the advertised towing power, performance, and/or fuel economy without cheating

1 emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of
2 Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid
3 less for it, had Defendants not concealed the unauthorized emission control devices.

4 675. Plaintiff, Roger Farrow (for the purpose of this paragraph, "Plaintiff"), a citizen of
5 the State of Massachusetts residing in the City of Somerset, bought a 2016 Dodge Ram 1500
6 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about December 14,
7 2016, at Colonial South Chrysler Jeep and Dodge, an authorized FCA dealer in Dartmouth,
8 Massachusetts. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations
9 that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls
10 visiting the Ram website, on which the Subject Vehicles were represented as environmentally
11 friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television
12 commercials about the Subject Vehicles. When Plaintiff went to Colonial South Chrysler Jeep and
13 Dodge to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's
14 EcoDiesel® attributes, including its fuel economy and performance. These representations, along
15 with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject
16 Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as
17 advertised only by emitting NOx at levels that are greater than advertised and above legal limits.
18 Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and
19 unauthorized emission control devices designed to cheat emission tests and to deceive consumers
20 and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less
21 for it, had he/she known that it did not comply with emission standards; that its emission treatment
22 system was designed to de-activate during real-world driving conditions; and that it could not
23 achieve the advertised towing power, performance, and/or fuel economy without cheating

1 emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of
2 Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid
3 less for it, had Defendants not concealed the unauthorized emission control devices.

4 676. Plaintiff, Edwin B. Brooks Holton (for the purpose of this paragraph, "Plaintiff"),
5 a citizen of the State of Georgia residing in the City of Camilla, bought a 2015 Dodge Ram 1500
6 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about February 1,
7 2015, at Woody Folsom Chrysler Dodge Jeep, an authorized FCA dealer in Baxley, Georgia.
8 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
9 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
10 website, on which the Subject Vehicles were represented as environmentally friendly, having low
11 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
12 Subject Vehicles. When Plaintiff went to Woody Folsom Chrysler Dodge Jeep to purchase the
13 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
14 its fuel economy and performance. These representations, along with the advertised fuel economy,
15 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
16 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
17 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
18 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
19 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
20 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
21 comply with emission standards; that its emission treatment system was designed to de-activate
22 during real-world driving conditions; and that it could not achieve the advertised towing power,
23 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a

1 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
2 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
3 unauthorized emission control devices.

4 677. Plaintiff, John Victor (for the purpose of this paragraph, "Plaintiff"), a citizen of
5 the State of Georgia residing in the City of Harlem, bought a 2016 Dodge Ram 1500 EcoDiesel®
6 (for the purpose of this paragraph, the "Subject Vehicle") on or about May 17, 2015, at Milton
7 Ruben Chrysler Jeep Dodge, an authorized FCA dealer in Augusta, Georgia. Plaintiff decided to
8 buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle
9 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
10 Subject Vehicles were represented as environmentally friendly, having low emissions and good
11 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
12 When Plaintiff went to Milton Ruben Chrysler Jeep Dodge to purchase the Subject Vehicle, the
13 sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
14 performance. These representations, along with the advertised fuel economy, were among the
15 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
16 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
17 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
18 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
19 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
20 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
21 standards; that its emission treatment system was designed to de-activate during real-world driving
22 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
23 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and

1 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
2 or would have paid less for it, had Defendants not concealed the unauthorized emission control
3 devices.

4 678. Plaintiff, Stacey & P. Elaine Wilson (for the purpose of this paragraph, "Plaintiff"),
5 a citizen of the State of Illinois residing in the City of Poneto, bought a 2015 Dodge Ram 1500
6 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about March 1, 2018,
7 at O'Daniel Chrysler Dodge Jeep Ram, an authorized FCA dealer in Fort Wayne, Indiana. Plaintiff
8 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
9 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
10 website, on which the Subject Vehicles were represented as environmentally friendly, having low
11 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
12 Subject Vehicles. When Plaintiff went to O'Daniel Chrysler Dodge Jeep Ram to purchase the
13 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
14 its fuel economy and performance. These representations, along with the advertised fuel economy,
15 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
16 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
17 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
18 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
19 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
20 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
21 comply with emission standards; that its emission treatment system was designed to de-activate
22 during real-world driving conditions; and that it could not achieve the advertised towing power,
23 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a

1 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
2 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
3 unauthorized emission control devices.

4 679. Plaintiff, Adam Covington (for the purpose of this paragraph, "Plaintiff"), a citizen
5 of the State of Texas residing in the City of Abilene, bought a 2014 Dodge Ram 1500 EcoDiesel®
6 (for the purpose of this paragraph, the "Subject Vehicle") on or about March 10, 2018, at Doug
7 Gray Chrysler Dodge Jeep Ram, an authorized FCA dealer in Elk City, Oklahoma. Plaintiff
8 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
9 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
10 website, on which the Subject Vehicles were represented as environmentally friendly, having low
11 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
12 Subject Vehicles. When Plaintiff went to Doug Gary Chrysler Dodge Jeep Ram to purchase the
13 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
14 its fuel economy and performance. These representations, along with the advertised fuel economy,
15 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
16 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
17 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
18 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
19 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
20 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
21 comply with emission standards; that its emission treatment system was designed to de-activate
22 during real-world driving conditions; and that it could not achieve the advertised towing power,
23 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a

1 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
2 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
3 unauthorized emission control devices.

4 680. Plaintiff, Brian Kicak (for the purpose of this paragraph, "Plaintiff"), a citizen of
5 the State of Georgia residing in the City of Newman, bought a 2014 Dodge Ram 1500 EcoDiesel®
6 (for the purpose of this paragraph, the "Subject Vehicle") on or about February 2, 2015, at
7 Landmark Dodge Chrysler Jeep Ram, an authorized FCA dealer in Marrow, Georgia. Plaintiff
8 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
9 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the RAM
10 website, on which the Subject Vehicles were represented as environmentally friendly, having low
11 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
12 Subject Vehicles. When Plaintiff went to Landmark Dodge Chrysler Jeep Ram to purchase the
13 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
14 its fuel economy and performance. These representations, along with the advertised fuel economy,
15 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
16 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
17 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
18 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
19 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
20 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
21 comply with emission standards; that its emission treatment system was designed to de-activate
22 during real-world driving conditions; and that it could not achieve the advertised towing power,
23 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a

1 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
2 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
3 unauthorized emission control devices.

4 681. Plaintiff, Chip Neer (for the purpose of this paragraph, "Plaintiff"), a citizen of the
5 State of Indiana residing in the City of Fort Wayne, bought a 2014 Jeep Grand Cherokee
6 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about May 1, 2015,
7 at O'Daniel Chrysler Dodge Jeep Ram, an authorized FCA dealer in Fort Wayne, Indiana. Plaintiff
8 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
9 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep
10 website, on which the Subject Vehicles were represented as environmentally friendly, having low
11 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
12 Subject Vehicles. When Plaintiff went to O'Daniel Chrysler Dodge Jeep Ram to purchase the
13 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
14 its fuel economy and performance. These representations, along with the advertised fuel economy,
15 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
16 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
17 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
18 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
19 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
20 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
21 comply with emission standards; that its emission treatment system was designed to de-activate
22 during real-world driving conditions; and that it could not achieve the advertised towing power,
23 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a

1 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
2 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
3 unauthorized emission control devices.

4 682. Plaintiff, Christopher Tucker (for the purpose of this paragraph, "Plaintiff"), a
5 citizen of the State of Georgia residing in the City of Columbus, bought a 2015 Dodge Ram 1500
6 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about December 23,
7 2015, at Landmark Chrysler Dodge Jeep Ram, an authorized FCA dealer in Chamblee, Georgia.
8 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
9 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
10 website, on which the Subject Vehicles were represented as environmentally friendly, having low
11 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
12 Subject Vehicles. When Plaintiff went to Landmark Chrysler Dodge Jeep Ram to purchase the
13 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
14 its fuel economy and performance. These representations, along with the advertised fuel economy,
15 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
16 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
17 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
18 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
19 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
20 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
21 comply with emission standards; that its emission treatment system was designed to de-activate
22 during real-world driving conditions; and that it could not achieve the advertised towing power,
23 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a

1 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
2 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
3 unauthorized emission control devices.

4 683. Plaintiff, Edward Roland Hill, III (for the purpose of this paragraph, "Plaintiff"), a
5 citizen of the State of Georgia residing in the City of Fitzgerald, bought a 2015 Dodge Ram 1500
6 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 21, 2017,
7 at Expo Motorcars, an authorized FCA dealer in Houston, Texas. Plaintiff decided to buy the
8 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
9 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
10 Subject Vehicles were represented as environmentally friendly, having low emissions and good
11 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
12 When Plaintiff went to Expo Motorcars to purchase the Subject Vehicle, the sales associate touted
13 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
14 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
15 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
16 could perform as advertised only by emitting NOx at levels that are greater than advertised and
17 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
18 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
19 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
20 would have paid less for it, had he/she known that it did not comply with emission standards; that
21 its emission treatment system was designed to de-activate during real-world driving conditions;
22 and that it could not achieve the advertised towing power, performance, and/or fuel economy
23 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate

1 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
2 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

3 684. Plaintiff, Emily K. Blankenship (for the purpose of this paragraph, "Plaintiff"), a
4 citizen of the State of West Virginia residing in the City of Birch River, bought a 2014 Jeep Grand
5 Cherokee EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June
6 3, 2017, at Lambert Buick-GMC, Inc., an authorized FCA dealer in Cuyahoga Falls, Ohio. Plaintiff
7 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
8 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep
9 website, on which the Subject Vehicles were represented as environmentally friendly, having low
10 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
11 Subject Vehicles. When Plaintiff went to Lambert Buick-GMC, Inc. to purchase the Subject
12 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
13 economy and performance. These representations, along with the advertised fuel economy, were
14 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
15 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
16 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
17 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
18 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
19 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
20 emission standards; that its emission treatment system was designed to de-activate during real-
21 world driving conditions; and that it could not achieve the advertised towing power, performance,
22 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
23 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject

1 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
2 control devices.

3 685. Plaintiff, Kevin V. Anderson (for the purpose of this paragraph, “Plaintiff”), a
4 citizen of the State of Indiana residing in the City of Greenfield, bought a 2014 Dodge Ram 1500
5 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about March 4, 2014,
6 at Ed Martin, an authorized FCA dealer in Anderson, Indiana. Plaintiff decided to buy the Subject
7 Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced
8 emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject
9 Vehicles were represented as environmentally friendly, having low emissions and good fuel
10 economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When
11 Plaintiff went to Ed Martin to purchase the Subject Vehicle, the sales associate touted the Subject
12 Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These
13 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
14 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
15 could perform as advertised only by emitting NOx at levels that are greater than advertised and
16 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
17 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
18 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
19 would have paid less for it, had he/she known that it did not comply with emission standards; that
20 its emission treatment system was designed to de-activate during real-world driving conditions;
21 and that it could not achieve the advertised towing power, performance, and/or fuel economy
22 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
23 result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would

1 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

2 686. Plaintiff, Madi & Mark Lee (for the purpose of this paragraph, “Plaintiff”), a citizen
3 of the State of Indiana residing in the City of Goshen, bought a 2015 Jeep Grand Cherokee
4 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about December 19,
5 2017, at Michiana Chrysler Dodge Jeep Ram, an authorized FCA dealer in Mishawake, Indiana.
6 Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an
7 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep
8 website, on which the Subject Vehicles were represented as environmentally friendly, having low
9 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
10 Subject Vehicles. When Plaintiff went to Michiana Chrysler Dodge Jeep Ram to purchase the
11 Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including
12 its fuel economy and performance. These representations, along with the advertised fuel economy,
13 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
14 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
15 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
16 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
17 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
18 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
19 comply with emission standards; that its emission treatment system was designed to de-activate
20 during real-world driving conditions; and that it could not achieve the advertised towing power,
21 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
22 concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have
23 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the

1 unauthorized emission control devices.

2 687. Plaintiff, Matt Hersey (for the purpose of this paragraph, “Plaintiff”), a citizen of
3 the State of Georgia residing in the City of Statesboro, bought a 2016 Dodge Ram 1500
4 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about August 1, 2016,
5 at Rick Hendrick Dodge Chrysler Jeep Ram, an authorized FCA dealer in Charleston, South
6 Carolina. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that
7 it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting
8 the Ram website, on which the Subject Vehicles were represented as environmentally friendly,
9 having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials
10 about the Subject Vehicles. When Plaintiff went to Rick Hendrick Dodge Chrysler Jeep Ram to
11 purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel®
12 attributes, including its fuel economy and performance. These representations, along with the
13 advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At
14 the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised
15 only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was
16 Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized
17 emission control devices designed to cheat emission tests and to deceive consumers and regulators.
18 Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she
19 known that it did not comply with emission standards; that its emission treatment system was
20 designed to de-activate during real-world driving conditions; and that it could not achieve the
21 advertised towing power, performance, and/or fuel economy without cheating emission tests.
22 Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct,
23 and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants

1 not concealed the unauthorized emission control devices.

2 688. Plaintiff, Michael Crips (for the purpose of this paragraph, “Plaintiff”), a citizen of
3 the State of Indiana residing in the City of Muncie, bought a 2015 Dodge Ram 1500 EcoDiesel®
4 (for the purpose of this paragraph, the “Subject Vehicle”) on or about April 1, 2016, at Tom
5 O’Brien Chrysler Jeep Dodge Ram, an authorized FCA dealer in Indianapolis, Indiana. Plaintiff
6 decided to buy the Subject Vehicle based in part on FCA’s representations that it was an
7 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
8 website, on which the Subject Vehicles were represented as environmentally friendly, having low
9 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
10 Subject Vehicles. When Plaintiff went to O’Brien Chrysler Jeep Dodge Ram to purchase the
11 Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including
12 its fuel economy and performance. These representations, along with the advertised fuel economy,
13 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
14 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
15 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
16 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
17 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
18 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
19 comply with emission standards; that its emission treatment system was designed to de-activate
20 during real-world driving conditions; and that it could not achieve the advertised towing power,
21 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
22 concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have
23 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the

1 unauthorized emission control devices.

2 689. Plaintiff, Michael A. Scott (for the purpose of this paragraph, "Plaintiff"), a citizen
3 of the State of Georgia residing in the City of Musella, bought a 2016 Dodge Ram 1500
4 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about September 14,
5 2016, at Jimmy Britt Chrysler Dodge Jeep Ram, an authorized FCA dealer in Dublin, Georgia.
6 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
7 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
8 website, on which the Subject Vehicles were represented as environmentally friendly, having low
9 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
10 Subject Vehicles. When Plaintiff went to Jimmy Britt Chrysler Dodge Jeep Ram to purchase the
11 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
12 its fuel economy and performance. These representations, along with the advertised fuel economy,
13 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
14 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
15 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
16 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
17 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
18 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
19 comply with emission standards; that its emission treatment system was designed to de-activate
20 during real-world driving conditions; and that it could not achieve the advertised towing power,
21 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
22 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
23 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the

1 unauthorized emission control devices.

2 690. Plaintiff, Mike Shelton (for the purpose of this paragraph, “Plaintiff”), a citizen of
3 the State of Alabama residing in the City of Troy, bought a 2014 Jeep Grand Cherokee EcoDiesel®
4 (for the purpose of this paragraph, the “Subject Vehicle”) on or about January 12, 2015, at Rocky
5 Williams Premier Budget Cars, an authorized FCA dealer in Lebanon, Tennessee. Plaintiff decided
6 to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel”
7 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on
8 which the Subject Vehicles were represented as environmentally friendly, having low emissions
9 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
10 Vehicles. When Plaintiff went to Rocky Williams Premier Budget Cars to purchase the Subject
11 Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel
12 economy and performance. These representations, along with the advertised fuel economy, were
13 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
14 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
15 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
16 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
17 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
18 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
19 emission standards; that its emission treatment system was designed to de-activate during real-
20 world driving conditions; and that it could not achieve the advertised towing power, performance,
21 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
22 direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject
23 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission

1 control devices.

2 691. Plaintiff, Sam Ussery (for the purpose of this paragraph, “Plaintiff”), a citizen of
3 the State of Georgia residing in the City of Dublin, bought a 2016 Dodge Ram 1500 EcoDiesel®
4 (for the purpose of this paragraph, the “Subject Vehicle”) on or about January 3, 2017, at Jimmy
5 Britt Dodge Jeep Ram, an authorized FCA dealer in Dublin, Georgia. Plaintiff decided to buy the
6 Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e.,
7 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
8 Subject Vehicles were represented as environmentally friendly, having low emissions and good
9 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
10 When Plaintiff went to Jimmy Britt Dodge Jeep Ram to purchase the Subject Vehicle, the sales
11 associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and
12 performance. These representations, along with the advertised fuel economy, were among the
13 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
14 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
15 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
16 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
17 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
18 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
19 standards; that its emission treatment system was designed to de-activate during real-world driving
20 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
21 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
22 proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle,
23 or would have paid less for it, had Defendants not concealed the unauthorized emission control

1 devices.

2 692. Plaintiff, Seymour Bidwell (for the purpose of this paragraph, “Plaintiff”), a citizen
3 of the State of Oklahoma residing in the City of Canute, bought a 2015 Dodge Ram 1500
4 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about June 30, 2015,
5 at James O’Neal Chrysler Dodge Jeep Ram, an authorized FCA dealer in Breman, Georgia.
6 Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an
7 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
8 website, on which the Subject Vehicles were represented as environmentally friendly, having low
9 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
10 Subject Vehicles. When Plaintiff went to James O’Neal Chrysler Dodge Jeep Ram to purchase
11 the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes,
12 including its fuel economy and performance. These representations, along with the advertised fuel
13 economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of
14 purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by
15 emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff
16 aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission
17 control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff
18 would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known
19 that it did not comply with emission standards; that its emission treatment system was designed to
20 de-activate during real-world driving conditions; and that it could not achieve the advertised
21 towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has
22 suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would
23 not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not

1 concealed the unauthorized emission control devices.

2 693. Plaintiff, Jimmy Schroeger (for the purpose of this paragraph, “Plaintiff”), a citizen
3 of the State of Texas residing in the City of Plato, bought a 2015 Dodge Ram 1500 EcoDiesel®
4 (for the purpose of this paragraph, the “Subject Vehicle”) on or about April 18, 2017, at Davidson
5 Ford, an authorized FCA dealer in Watertown, New York. Plaintiff decided to buy the Subject
6 Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced
7 emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject
8 Vehicles were represented as environmentally friendly, having low emissions and good fuel
9 economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When
10 Plaintiff went to Davidson Ford to purchase the Subject Vehicle, the sales associate touted the
11 Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These
12 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
13 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
14 could perform as advertised only by emitting NOx at levels that are greater than advertised and
15 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
16 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
17 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
18 would have paid less for it, had he/she known that it did not comply with emission standards; that
19 its emission treatment system was designed to de-activate during real-world driving conditions;
20 and that it could not achieve the advertised towing power, performance, and/or fuel economy
21 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
22 result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would
23 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

694. Plaintiff, Christian Lizama (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Florida residing in the City of Oviedo, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about September 1, 2016, at Milton Ruben Chrysler Dodge Jeep Ram, an authorized FCA dealer in Augusta, Georgia. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Milton Ruben Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

695. Plaintiff, Anthony J. Eiermann (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Georgia residing in the City of Snellville, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about January 15, 2015, at Gwinnett Chrysler, an authorized FCA dealer in Stone Mountain, Georgia. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the RAM website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Gwinnett Chrysler to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

1 696. Plaintiff, Brandon & Katherine Laurens (for the purpose of this paragraph,
2 “Plaintiff”), a citizen of the State of Georgia residing in the City of Laurens, bought a 2014 Jeep
3 Grand Cherokee EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about
4 May 11, 2015, at Star Dodge, an authorized FCA dealer in Macon, Georgia. Plaintiff decided to
5 buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle
6 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the
7 Subject Vehicles were represented as environmentally friendly, having low emissions and good
8 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
9 When Plaintiff went to Star Dodge to purchase the Subject Vehicle, the sales associate touted the
10 Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These
11 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
12 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
13 could perform as advertised only by emitting NOx at levels that are greater than advertised and
14 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
15 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
16 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
17 would have paid less for it, had he/she known that it did not comply with emission standards; that
18 its emission treatment system was designed to de-activate during real-world driving conditions;
19 and that it could not achieve the advertised towing power, performance, and/or fuel economy
20 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
21 result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would
22 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

23 697. Plaintiff, Gary Smith (for the purpose of this paragraph, “Plaintiff”), a citizen of

1 the State of Indiana residing in the City of Lawrenceburg, bought a 2014 Dodge Ram 1500
2 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about April 6, 2016,
3 at Salvage Auction, an authorized FCA dealer in Cincinnati, Ohio. Plaintiff decided to buy the
4 Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e.,
5 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
6 Subject Vehicles were represented as environmentally friendly, having low emissions and good
7 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
8 When Plaintiff went to Salvage Auction to purchase the Subject Vehicle, the sales associate touted
9 the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These
10 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
11 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
12 could perform as advertised only by emitting NOx at levels that are greater than advertised and
13 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
14 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
15 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
16 would have paid less for it, had he/she known that it did not comply with emission standards; that
17 its emission treatment system was designed to de-activate during real-world driving conditions;
18 and that it could not achieve the advertised towing power, performance, and/or fuel economy
19 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
20 result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would
21 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

22 698. Plaintiff, Matthew Swanson (for the purpose of this paragraph, “Plaintiff”), a
23 citizen of the State of Georgia residing in the City of Ball Ground, bought a 2015 Dodge Ram

1 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about May 1,
2 2015, at Auto Nation Chrysler Dodge Jeep Ram, an authorized FCA dealer in Johnson City,
3 Tennessee. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations
4 that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls
5 visiting the Ram website, on which the Subject Vehicles were represented as environmentally
6 friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television
7 commercials about the Subject Vehicles. When Plaintiff went to Auto Nation Chrysler Dodge jeep
8 Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel®
9 attributes, including its fuel economy and performance. These representations, along with the
10 advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At
11 the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised
12 only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was
13 Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized
14 emission control devices designed to cheat emission tests and to deceive consumers and regulators.
15 Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she
16 known that it did not comply with emission standards; that its emission treatment system was
17 designed to de-activate during real-world driving conditions; and that it could not achieve the
18 advertised towing power, performance, and/or fuel economy without cheating emission tests.
19 Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct,
20 and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants
21 not concealed the unauthorized emission control devices.

22 699. Plaintiff, Richard H. & Shelia Renee McCoy (for the purpose of this paragraph,
23 “Plaintiff”), a citizen of the State of Texas residing in the City of Mount Pleasant, bought a 2015

1 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or
2 about May 30, 2016, at Oxmoor Chrysler Dodge Jeep Ram, an authorized FCA dealer in
3 Louisville, Kentucky. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s
4 representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient).
5 Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as
6 environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls
7 seeing television commercials about the Subject Vehicles. When Plaintiff went to Oxmoor
8 Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject
9 Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These
10 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
11 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
12 could perform as advertised only by emitting NOx at levels that are greater than advertised and
13 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
14 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
15 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
16 would have paid less for it, had he/she known that it did not comply with emission standards; that
17 its emission treatment system was designed to de-activate during real-world driving conditions;
18 and that it could not achieve the advertised towing power, performance, and/or fuel economy
19 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
20 result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would
21 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

22 700. Plaintiff, Clifton Bailey (for the purpose of this paragraph, “Plaintiff”), a citizen of
23 the State of Mississippi residing in the City of Webb, bought a 2016 Dodge Ram 1500 EcoDiesel®

(for the purpose of this paragraph, the “Subject Vehicle”) on or about June 22, 2016, at Cannon Chrysler Dodge Jeep Ram, an authorized FCA dealer in Greenwood, Mississippi. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Cannon Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

701. Plaintiff, Nicholas M. & Dana Golowich (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Georgia residing in the City of Acworth, bought a 2016 Dodge

1 Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about April
2 4, 2018, at Phillips Buick GMC, an authorized FCA dealer in Fruitland Park, Florida. Plaintiff
3 decided to buy the Subject Vehicle based in part on FCA’s representations that it was an
4 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
5 website, on which the Subject Vehicles were represented as environmentally friendly, having low
6 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
7 Subject Vehicles. When Plaintiff went to Phillips Buick GMC to purchase the Subject Vehicle,
8 the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy
9 and performance. These representations, along with the advertised fuel economy, were among the
10 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
11 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
12 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
13 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
14 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
15 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
16 standards; that its emission treatment system was designed to de-activate during real-world driving
17 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
18 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
19 proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle,
20 or would have paid less for it, had Defendants not concealed the unauthorized emission control
21 devices.

22 702. Plaintiff, Wayne Guyer (for the purpose of this paragraph, “Plaintiff”), a citizen of
23 the State of Georgia residing in the City of Tarrytown, bought a 2015 Dodge Ram 1500

1 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about April 1, 2016,
2 at Woody Folsom Chrysler Dodge Jeep Ram, an authorized FCA dealer in Vidalia, Georgia.
3 Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an
4 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
5 website, on which the Subject Vehicles were represented as environmentally friendly, having low
6 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
7 Subject Vehicles. When Plaintiff went to Woody Folsom Chrysler Dodge Jeep Ram to purchase
8 the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes,
9 including its fuel economy and performance. These representations, along with the advertised fuel
10 economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of
11 purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by
12 emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff
13 aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission
14 control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff
15 would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known
16 that it did not comply with emission standards; that its emission treatment system was designed to
17 de-activate during real-world driving conditions; and that it could not achieve the advertised
18 towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has
19 suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would
20 not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not
21 concealed the unauthorized emission control devices.

22 703. Plaintiff, John Oliver (for the purpose of this paragraph, “Plaintiff”), a citizen of
23 the State of Indiana residing in the City of South Bend, bought a 2015 Dodge Ram 1500

1 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about December 24,
2 2014, at Country Auto Center, an authorized FCA dealer in Plymouth, Indiana. Plaintiff decided
3 to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel”
4 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on
5 which the Subject Vehicles were represented as environmentally friendly, having low emissions
6 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
7 Vehicles. When Plaintiff went to Country Auto Center to purchase the Subject Vehicle, the sales
8 associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and
9 performance. These representations, along with the advertised fuel economy, were among the
10 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
11 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
12 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
13 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
14 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
15 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
16 standards; that its emission treatment system was designed to de-activate during real-world driving
17 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
18 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
19 proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle,
20 or would have paid less for it, had Defendants not concealed the unauthorized emission control
21 devices.

22 704. Plaintiff, Michael Donawerth (for the purpose of this paragraph, “Plaintiff”), a
23 citizen of the State of Indiana residing in the City of Guilford, bought a 2015 Dodge Ram 1500

1 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about April 1, 2016,
2 at Batesville Chrysler Dodge Jeep Inc., an authorized FCA dealer in Batesville, Indiana. Plaintiff
3 decided to buy the Subject Vehicle based in part on FCA’s representations that it was an
4 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
5 website, on which the Subject Vehicles were represented as environmentally friendly, having low
6 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
7 Subject Vehicles. When Plaintiff went to Batesville Chrysler Dodge Jeep Inc. to purchase the
8 Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including
9 its fuel economy and performance. These representations, along with the advertised fuel economy,
10 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
11 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
12 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
13 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
14 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
15 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
16 comply with emission standards; that its emission treatment system was designed to de-activate
17 during real-world driving conditions; and that it could not achieve the advertised towing power,
18 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
19 concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have
20 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
21 unauthorized emission control devices.

22 705. Plaintiff, William Hunt (for the purpose of this paragraph, “Plaintiff”), a citizen of
23 the State of Georgia residing in the City of Tifton, bought a 2015 Dodge Ram 1500 EcoDiesel®

(for the purpose of this paragraph, the “Subject Vehicle”) on or about March 31, 2018, at Griffin Chrysler Dodge Jeep Ram, an authorized FCA dealer in Tifton, Georgia. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Griffin Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

706. Plaintiff, Andrew Johnson (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Georgia residing in the City of Appling, bought a 2016 Dodge Ram 1500

1 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about January 26,
2 2017, at Clay Cooley Chrysler Jeep Dodge Ram, an authorized FCA dealer in Irving, Texas.
3 Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an
4 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
5 website, on which the Subject Vehicles were represented as environmentally friendly, having low
6 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
7 Subject Vehicles. When Plaintiff went to Clay Cooley Chrysler Jeep Dodge Ram to purchase the
8 Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including
9 its fuel economy and performance. These representations, along with the advertised fuel economy,
10 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
11 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
12 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
13 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
14 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
15 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
16 comply with emission standards; that its emission treatment system was designed to de-activate
17 during real-world driving conditions; and that it could not achieve the advertised towing power,
18 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
19 concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have
20 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
21 unauthorized emission control devices.

22 707. Plaintiff, Judy & Tom Crawford (for the purpose of this paragraph, “Plaintiff”), a
23 citizen of the State of Georgia residing in the City of Eljay, bought a 2015 Dodge Ram 1500

1 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about March 14, 2016,
2 at Jasper Jeep Chrysler Dodge Ram, an authorized FCA dealer in Jasper, Georgia. Plaintiff decided
3 to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel”
4 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on
5 which the Subject Vehicles were represented as environmentally friendly, having low emissions
6 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
7 Vehicles. When Plaintiff went to Jasper Jeep Chrysler Dodge Ram to purchase the Subject Vehicle,
8 the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy
9 and performance. These representations, along with the advertised fuel economy, were among the
10 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
11 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
12 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
13 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
14 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
15 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
16 standards; that its emission treatment system was designed to de-activate during real-world driving
17 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
18 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
19 proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle,
20 or would have paid less for it, had Defendants not concealed the unauthorized emission control
21 devices.

22 708. Plaintiff, Michael Cash (for the purpose of this paragraph, “Plaintiff”), a citizen of
23 the State of Georgia residing in the City of Rydal, bought a 2014 Dodge Ram 1500 EcoDiesel®

(for the purpose of this paragraph, the “Subject Vehicle”) on or about December 1, 2014, at Landmark Dodge Chrysler Jeep Ram, an authorized FCA dealer in Morrow, Georgia. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Landmark Dodge Chrysler Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

709. Plaintiff, Colt W. Knight (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Maine residing in the City of Garland, bought a 2016 Dodge Ram 1500 EcoDiesel®

(for the purpose of this paragraph, the “Subject Vehicle”) on or about September 1, 2016, at Kernersville Chrysler Dodge Jeep Ram, an authorized FCA dealer in Kernersville, North Carolina. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Kernersville Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

710. Plaintiff, James & Suan Cherry (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Indiana residing in the City of Greenfield, bought a 2014 Jeep Grand

1 Cherokee EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about
2 December 22, 2015, at Ray Skillman, an authorized FCA dealer in Greenwood, Indiana. Plaintiff
3 decided to buy the Subject Vehicle based in part on FCA’s representations that it was an
4 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep
5 website, on which the Subject Vehicles were represented as environmentally friendly, having low
6 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
7 Subject Vehicles. When Plaintiff went to Ray Skillman to purchase the Subject Vehicle, the sales
8 associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and
9 performance. These representations, along with the advertised fuel economy, were among the
10 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
11 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
12 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
13 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
14 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
15 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
16 standards; that its emission treatment system was designed to de-activate during real-world driving
17 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
18 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
19 proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle,
20 or would have paid less for it, had Defendants not concealed the unauthorized emission control
21 devices.

22 711. Plaintiff, Adam Ausura (for the purpose of this paragraph, “Plaintiff”), a citizen of
23 the State of Vermont residing in the City of Proctorsville, bought a 2015 Dodge Ram 1500

1 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about December 20,
2 2015, at Dan’s Jeep Chrysler Dodge, Inc., an authorized FCA dealer in Westborough,
3 Massachusetts. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations
4 that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls
5 visiting the Ram website, on which the Subject Vehicles were represented as environmentally
6 friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television
7 commercials about the Subject Vehicles. When Plaintiff went to Dan’s Jeep Chrysler Dodge, Inc.
8 to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel®
9 attributes, including its fuel economy and performance. These representations, along with the
10 advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At
11 the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised
12 only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was
13 Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized
14 emission control devices designed to cheat emission tests and to deceive consumers and regulators.
15 Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she
16 known that it did not comply with emission standards; that its emission treatment system was
17 designed to de-activate during real-world driving conditions; and that it could not achieve the
18 advertised towing power, performance, and/or fuel economy without cheating emission tests.
19 Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct,
20 and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants
21 not concealed the unauthorized emission control devices.

22 712. Plaintiff, John Lemelle (for the purpose of this paragraph, “Plaintiff”), a citizen of
23 the State of Texas residing in the City of Liberty, bought a 2015 Dodge Ram 1500 EcoDiesel®

(for the purpose of this paragraph, the “Subject Vehicle”) on or about November 1, 2014, at Ray Brandt Chrysler Dodge Jeep, an authorized FCA dealer in Harvey, Louisiana. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Ray Brandt Chrysler Dodge Jeep to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

713. Plaintiff, Vincent Princeotto (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Georgia residing in the City of Richmond Hill, bought a 2015 Dodge Ram

1 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about September
2 30, 2015, at Chrysler Dodge Jeep Ram South Savannah, an authorized FCA dealer in Savannah,
3 Georgia. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that
4 it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting
5 the Ram website, on which the Subject Vehicles were represented as environmentally friendly,
6 having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials
7 about the Subject Vehicles. When Plaintiff went to Chrysler Dodge Jeep Ram South Savannah to
8 purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel®
9 attributes, including its fuel economy and performance. These representations, along with the
10 advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At
11 the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised
12 only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was
13 Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized
14 emission control devices designed to cheat emission tests and to deceive consumers and regulators.
15 Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she
16 known that it did not comply with emission standards; that its emission treatment system was
17 designed to de-activate during real-world driving conditions; and that it could not achieve the
18 advertised towing power, performance, and/or fuel economy without cheating emission tests.
19 Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct,
20 and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants
21 not concealed the unauthorized emission control devices.

22 714. Plaintiff, Beverly Gayle VanArkel (for the purpose of this paragraph, “Plaintiff”),
23 a citizen of the State of Wyoming residing in the City of Hot Springs, bought a 2015 Jeep Grand

Cherokee EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about September 30, 2015, at Dave Smith Motors, an authorized FCA dealer in Kellogg, Idaho. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Dave Smith Motors to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

715. Plaintiff, Tyler Perkins (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Florida residing in the City of Saint Augustine, bought a 2016 Dodge Ram 1500

1 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about October 27,
2 2017, at Finnicum Motor Company, an authorized FCA dealer in Leesburg, Georgia. Plaintiff
3 decided to buy the Subject Vehicle based in part on FCA’s representations that it was an
4 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
5 website, on which the Subject Vehicles were represented as environmentally friendly, having low
6 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
7 Subject Vehicles. When Plaintiff went to Finnicum Motor Company to purchase the Subject
8 Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel
9 economy and performance. These representations, along with the advertised fuel economy, were
10 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
11 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
12 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
13 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
14 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
15 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
16 emission standards; that its emission treatment system was designed to de-activate during real-
17 world driving conditions; and that it could not achieve the advertised towing power, performance,
18 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
19 direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject
20 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
21 control devices.

22 716. Plaintiff, Andrew Jesse (for the purpose of this paragraph, “Plaintiff”), a citizen of
23 the State of Massachusetts residing in the City of Wareham, bought a 2014 Dodge Ram 1500

1 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about January 23,
2 2016, at Central Jeep Chrysler Dodge Ram of Raynham, an authorized FCA dealer in Raynham,
3 Massachusetts. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations
4 that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls
5 visiting the Ram website, on which the Subject Vehicles were represented as environmentally
6 friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television
7 commercials about the Subject Vehicles. When Plaintiff went to Central jeep Chrysler Dodge
8 Ram of Raynham to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s
9 EcoDiesel® attributes, including its fuel economy and performance. These representations, along
10 with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject
11 Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as
12 advertised only by emitting NOx at levels that are greater than advertised and above legal limits.
13 Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and
14 unauthorized emission control devices designed to cheat emission tests and to deceive consumers
15 and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less
16 for it, had he/she known that it did not comply with emission standards; that its emission treatment
17 system was designed to de-activate during real-world driving conditions; and that it could not
18 achieve the advertised towing power, performance, and/or fuel economy without cheating
19 emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of
20 Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid
21 less for it, had Defendants not concealed the unauthorized emission control devices.

22 717. Plaintiff, Richard Carr (for the purpose of this paragraph, “Plaintiff”), a citizen of
23 the State of Georgia residing in the City of Keysville, bought a 2016 Dodge Ram 1500 EcoDiesel®

(for the purpose of this paragraph, the “Subject Vehicle”) on or about September 1, 2016, at Milton Ruben Chrysler Dodge Jeep Ram, an authorized FCA dealer in August, Georgia. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Milton Ruben Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

718. Plaintiff, Douglas Owen Thompson (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Texas residing in the City of Kingsville, bought a 2015 Dodge Ram 1500

1 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about September 7,
2 2015, at Ray Brandt Chrysler Dodge Jeep, an authorized FCA dealer in Harvey, Louisiana.
3 Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an
4 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
5 website, on which the Subject Vehicles were represented as environmentally friendly, having low
6 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
7 Subject Vehicles. When Plaintiff went to Ray Brandt Chrysler Dodge Jeep to purchase the Subject
8 Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel
9 economy and performance. These representations, along with the advertised fuel economy, were
10 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
11 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
12 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
13 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
14 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
15 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
16 emission standards; that its emission treatment system was designed to de-activate during real-
17 world driving conditions; and that it could not achieve the advertised towing power, performance,
18 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
19 direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject
20 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
21 control devices.

22 719. Plaintiff, Jennifer & Richard Stevens (for the purpose of this paragraph,
23 “Plaintiff”), a citizen of the State of Indiana residing in the City of Milan, bought a 2015 Dodge

1 Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about June
2 20, 2015, at Batesville Chrysler Dodge Jeep Inc., an authorized FCA dealer in Batesville, Indiana.
3 Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an
4 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
5 website, on which the Subject Vehicles were represented as environmentally friendly, having low
6 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
7 Subject Vehicles. When Plaintiff went to Batesville Chrysler Dodge Jeep Inc. to purchase the
8 Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including
9 its fuel economy and performance. These representations, along with the advertised fuel economy,
10 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
11 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
12 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
13 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
14 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
15 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
16 comply with emission standards; that its emission treatment system was designed to de-activate
17 during real-world driving conditions; and that it could not achieve the advertised towing power,
18 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
19 concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have
20 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
21 unauthorized emission control devices.

22 720. Plaintiff, Roger Mack (for the purpose of this paragraph, “Plaintiff”), a citizen of
23 the State of Georgia residing in the City of Flowery Branch, bought a 2015 Dodge Ram 1500

1 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about June 8, 2018,
2 at Carriage Mitsubishi, an authorized FCA dealer in Gainsville, Georgia. Plaintiff decided to buy
3 the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e.,
4 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
5 Subject Vehicles were represented as environmentally friendly, having low emissions and good
6 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
7 When Plaintiff went to Carriage Mitsubishi to purchase the Subject Vehicle, the sales associate
8 touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance.
9 These representations, along with the advertised fuel economy, were among the primary reasons
10 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
11 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
12 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
13 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
14 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
15 would have paid less for it, had he/she known that it did not comply with emission standards; that
16 its emission treatment system was designed to de-activate during real-world driving conditions;
17 and that it could not achieve the advertised towing power, performance, and/or fuel economy
18 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
19 result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would
20 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

21 721. Plaintiff, Robert Prijatelj, II (for the purpose of this paragraph, “Plaintiff”), a
22 citizen of the State of Indiana residing in the City of Charlestown, bought a 2014 Dodge Ram 1500
23 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about July 1, 2016, at

1 Cross Jeep, an authorized FCA dealer in Louisville, Kentucky. Plaintiff decided to buy the Subject
2 Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced
3 emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject
4 Vehicles were represented as environmentally friendly, having low emissions and good fuel
5 economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When
6 Plaintiff went to Cross Jeep to purchase the Subject Vehicle, the sales associate touted the Subject
7 Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
8 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
9 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
10 could perform as advertised only by emitting NOx at levels that are greater than advertised and
11 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
12 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
13 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
14 would have paid less for it, had he/she known that it did not comply with emission standards; that
15 its emission treatment system was designed to de-activate during real-world driving conditions;
16 and that it could not achieve the advertised towing power, performance, and/or fuel economy
17 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
18 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
19 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

20 722. Plaintiff, James Gissona (for the purpose of this paragraph, "Plaintiff"), a citizen
21 of the State of Georgia residing in the City of Buford, bought a 2015 Dodge Ram 1500 EcoDiesel®
22 (for the purpose of this paragraph, the "Subject Vehicle") on or about December 1, 2015, at
23 Ourisman Chrysler Jeep Dodge of Alexandria, an authorized FCA dealer in Alexandria, Virginia.

1 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
2 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
3 website, on which the Subject Vehicles were represented as environmentally friendly, having low
4 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
5 Subject Vehicles. When Plaintiff went to Ourisman Chrysler Jeep Dodge of Alexandria to
6 purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel®
7 attributes, including its fuel economy and performance. These representations, along with the
8 advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At
9 the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised
10 only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was
11 Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized
12 emission control devices designed to cheat emission tests and to deceive consumers and regulators.
13 Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she
14 known that it did not comply with emission standards; that its emission treatment system was
15 designed to de-activate during real-world driving conditions; and that it could not achieve the
16 advertised towing power, performance, and/or fuel economy without cheating emission tests.
17 Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct,
18 and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants
19 not concealed the unauthorized emission control devices.

20 723. Plaintiff, Shawn Patrick McNew (for the purpose of this paragraph, "Plaintiff"), a
21 citizen of the State of Georgia residing in the City of Acworth, bought a 2014 Dodge Ram 1500
22 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about March 6, 2018,
23 at Ricart, an authorized FCA dealer in Groveport, Ohio. Plaintiff decided to buy the Subject

1 Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced
2 emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject
3 Vehicles were represented as environmentally friendly, having low emissions and good fuel
4 economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When
5 Plaintiff went to Ricart to purchase the Subject Vehicle, the sales associate touted the Subject
6 Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
7 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
8 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
9 could perform as advertised only by emitting NOx at levels that are greater than advertised and
10 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
11 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
12 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
13 would have paid less for it, had he/she known that it did not comply with emission standards; that
14 its emission treatment system was designed to de-activate during real-world driving conditions;
15 and that it could not achieve the advertised towing power, performance, and/or fuel economy
16 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
17 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
18 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

19 724. Plaintiff, Maurice Johnson (for the purpose of this paragraph, "Plaintiff"), a citizen
20 of the State of Georgia residing in the City of Savannah, bought a 2015 Dodge Ram 1500
21 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 20, 2015,
22 at Carl Gregory Chrysler Jeep Dodge Ram of Savannah, an authorized FCA dealer in Savannah,
23 Georgia. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that

1 it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting
2 the Ram website, on which the Subject Vehicles were represented as environmentally friendly,
3 having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials
4 about the Subject Vehicles. When Plaintiff went to Carl Gregory Chrysler Jeep Dodge Ram of
5 Savannah to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s
6 EcoDiesel® attributes, including its fuel economy and performance. These representations, along
7 with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject
8 Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as
9 advertised only by emitting NOx at levels that are greater than advertised and above legal limits.
10 Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and
11 unauthorized emission control devices designed to cheat emission tests and to deceive consumers
12 and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less
13 for it, had he/she known that it did not comply with emission standards; that its emission treatment
14 system was designed to de-activate during real-world driving conditions; and that it could not
15 achieve the advertised towing power, performance, and/or fuel economy without cheating
16 emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of
17 Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid
18 less for it, had Defendants not concealed the unauthorized emission control devices.

19 725. Plaintiff, Troy Atcheson (for the purpose of this paragraph, “Plaintiff”), a citizen
20 of the State of Georgia residing in the City of Loganville, bought a 2015 Dodge Ram 1500
21 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about October 1, 2017,
22 from a Private Party, in Loganville, Oklahoma. Plaintiff decided to buy the Subject Vehicle based
23 in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and

1 fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were
2 represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff
3 also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to a
4 private party in Loganville to purchase the Subject Vehicle, the sales associate touted the Subject
5 Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
6 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
7 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
8 could perform as advertised only by emitting NOx at levels that are greater than advertised and
9 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
10 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
11 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
12 would have paid less for it, had he/she known that it did not comply with emission standards; that
13 its emission treatment system was designed to de-activate during real-world driving conditions;
14 and that it could not achieve the advertised towing power, performance, and/or fuel economy
15 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
16 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
17 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

18 726. Plaintiff, Brody Sheppard (for the purpose of this paragraph, "Plaintiff"), a citizen
19 of the State of Ohio residing in the City of Dresden, bought a 2014 Dodge Ram 1500 EcoDiesel®
20 (for the purpose of this paragraph, the "Subject Vehicle") on or about May 15, 2014, at Troncalli
21 Chrysler Dodge Jeep, an authorized FCA dealer in Cumming, Georgia. Plaintiff decided to buy
22 the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
23 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the

1 Subject Vehicles were represented as environmentally friendly, having low emissions and good
2 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
3 When Plaintiff went to Troncalli Chrysler Dodge Jeep to purchase the Subject Vehicle, the sales
4 associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
5 performance. These representations, along with the advertised fuel economy, were among the
6 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
7 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
8 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
9 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
10 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
11 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
12 standards; that its emission treatment system was designed to de-activate during real-world driving
13 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
14 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
15 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
16 or would have paid less for it, had Defendants not concealed the unauthorized emission control
17 devices.

18 727. Plaintiff, Larry Garrison (for the purpose of this paragraph, "Plaintiff"), a citizen
19 of the State of Indiana residing in the City of Frankfort, bought a 2015 Dodge Ram 1500
20 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 12, 2015,
21 at Twin City Dodge, Inc., an authorized FCA dealer in Lafayette, Indiana. Plaintiff decided to buy
22 the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
23 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the

1 Subject Vehicles were represented as environmentally friendly, having low emissions and good
2 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
3 When Plaintiff went to Twin City Dodge, Inc. to purchase the Subject Vehicle, the sales associate
4 touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance.
5 These representations, along with the advertised fuel economy, were among the primary reasons
6 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
7 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
8 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
9 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
10 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
11 would have paid less for it, had he/she known that it did not comply with emission standards; that
12 its emission treatment system was designed to de-activate during real-world driving conditions;
13 and that it could not achieve the advertised towing power, performance, and/or fuel economy
14 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
15 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
16 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

17 728. Plaintiff, Shawn Craig (for the purpose of this paragraph, "Plaintiff"), a citizen of
18 the State of Indiana residing in the City of Indianapolis, bought a 2015 Dodge Ram 1500
19 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about September 1,
20 2017, at Community Chrysler Dodge Ram of Martinsville Indiana, an authorized FCA dealer in
21 Martinsville, Indiana. Plaintiff decided to buy the Subject Vehicle based in part on FCA's
22 representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient).
23 Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as

1 environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls
2 seeing television commercials about the Subject Vehicles. When Plaintiff went to Community
3 Chrysler Dodge Ram of Martinsville Indiana to purchase the Subject Vehicle, the sales associate
4 touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance.
5 These representations, along with the advertised fuel economy, were among the primary reasons
6 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
7 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
8 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
9 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
10 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
11 would have paid less for it, had he/she known that it did not comply with emission standards; that
12 its emission treatment system was designed to de-activate during real-world driving conditions;
13 and that it could not achieve the advertised towing power, performance, and/or fuel economy
14 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
15 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
16 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

17 729. Plaintiff, Robert Pitts, Jr. (for the purpose of this paragraph, "Plaintiff"), a citizen
18 of the State of Georgia residing in the City of Lawrenceville, bought a 2015 Dodge Ram 1500
19 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about March 2, 2017,
20 at Rick Hendricks Dodge Jeep Ram, an authorized FCA dealer in Duluth, Georgia. Plaintiff
21 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
22 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
23 website, on which the Subject Vehicles were represented as environmentally friendly, having low

1 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
2 Subject Vehicles. When Plaintiff went to Rick Hendricks Dodge Jeep Ram to purchase the Subject
3 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
4 economy and performance. These representations, along with the advertised fuel economy, were
5 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
6 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
7 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
8 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
9 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
10 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
11 emission standards; that its emission treatment system was designed to de-activate during real-
12 world driving conditions; and that it could not achieve the advertised towing power, performance,
13 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
14 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
15 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
16 control devices.

17 730. Plaintiff, Nathan Groom (for the purpose of this paragraph, "Plaintiff"), a citizen
18 of the State of Georgia residing in the City of Saint Marys, bought a 2014 Jeep Grand Cherokee
19 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about July 25, 2014,
20 at Jacksonville Chrysler Jeep Dodge and Ram, an authorized FCA dealer in Jacksonville, Florida.
21 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
22 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep
23 website, on which the Subject Vehicles were represented as environmentally friendly, having low

1 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
2 Subject Vehicles. When Plaintiff went to Jacksonville Chrysler Jeep Dodge and Ram to purchase
3 the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes,
4 including its fuel economy and performance. These representations, along with the advertised fuel
5 economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of
6 purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by
7 emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff
8 aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission
9 control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff
10 would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known
11 that it did not comply with emission standards; that its emission treatment system was designed to
12 de-activate during real-world driving conditions; and that it could not achieve the advertised
13 towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has
14 suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would
15 not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not
16 concealed the unauthorized emission control devices.

17 731. Plaintiff, Duane E. Morton, Sr. (for the purpose of this paragraph, "Plaintiff"), a
18 citizen of the State of Georgia residing in the City of Forest Park, bought a 2015 Dodge Ram 1500
19 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about November 28,
20 2015, at Landmark Dodge Chrysler Jeep, an authorized FCA dealer in Morrow, Georgia. Plaintiff
21 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
22 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
23 website, on which the Subject Vehicles were represented as environmentally friendly, having low

1 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
2 Subject Vehicles. When Plaintiff went to Landmark Dodge Chrysler Jeep to purchase the Subject
3 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
4 economy and performance. These representations, along with the advertised fuel economy, were
5 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
6 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
7 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
8 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
9 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
10 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
11 emission standards; that its emission treatment system was designed to de-activate during real-
12 world driving conditions; and that it could not achieve the advertised towing power, performance,
13 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
14 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
15 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
16 control devices.

17 732. Plaintiff, Kent Jenkins (for the purpose of this paragraph, "Plaintiff"), a citizen of
18 the State of Nevada residing in the City of Sparks, bought a 2015 Jeep Grand Cherokee
19 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about August 10,
20 2015, at Elk Grove Dodge Chrysler Jeep, an authorized FCA dealer in Elk Grove, California.
21 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
22 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep
23 website, on which the Subject Vehicles were represented as environmentally friendly, having low

1 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
2 Subject Vehicles. When Plaintiff went to Elk Grove Dodge Chrysler Jeep to purchase the Subject
3 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
4 economy and performance. These representations, along with the advertised fuel economy, were
5 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
6 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
7 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
8 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
9 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
10 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
11 emission standards; that its emission treatment system was designed to de-activate during real-
12 world driving conditions; and that it could not achieve the advertised towing power, performance,
13 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
14 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
15 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
16 control devices.

17 733. Plaintiff, Mark Spaugh (for the purpose of this paragraph, "Plaintiff"), a citizen of
18 the State of Texas residing in the City of Anderson, bought a 2016 Dodge Ram 1500 EcoDiesel®
19 (for the purpose of this paragraph, the "Subject Vehicle") on or about May 15, 2018, at Sterling
20 Chrysler Dodge Jeep Ram, an authorized FCA dealer in Navasota, Texas. Plaintiff decided to buy
21 the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
22 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
23 Subject Vehicles were represented as environmentally friendly, having low emissions and good

1 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
2 When Plaintiff went to Sterling Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the
3 sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
4 performance. These representations, along with the advertised fuel economy, were among the
5 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
6 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
7 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
8 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
9 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
10 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
11 standards; that its emission treatment system was designed to de-activate during real-world driving
12 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
13 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
14 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
15 or would have paid less for it, had Defendants not concealed the unauthorized emission control
16 devices.

17 734. Plaintiff, Ricardo Abraham Soto (for the purpose of this paragraph, "Plaintiff"), a
18 citizen of the State of Texas residing in the City of Midland, bought a 2016 Dodge Ram 1500
19 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about April 21, 2016,
20 at Don Davis Dodge Chrysler Jeep, an authorized FCA dealer in Arlington, Texas. Plaintiff
21 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
22 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
23 website, on which the Subject Vehicles were represented as environmentally friendly, having low

1 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
2 Subject Vehicles. When Plaintiff went to Don Davis Dodge Chrysler Jeep to purchase the Subject
3 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
4 economy and performance. These representations, along with the advertised fuel economy, were
5 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
6 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
7 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
8 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
9 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
10 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
11 emission standards; that its emission treatment system was designed to de-activate during real-
12 world driving conditions; and that it could not achieve the advertised towing power, performance,
13 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
14 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
15 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
16 control devices.

17 735. Plaintiff, Charles E. & Carol S. Crozier (for the purpose of this paragraph,
18 "Plaintiff"), a citizen of the State of Florida residing in the City of Saint Augustine, bought a 2016
19 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or
20 about April 27, 2016, at Atlantic Dodge, an authorized FCA dealer in Saint Augustine, Florida.
21 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
22 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
23 website, on which the Subject Vehicles were represented as environmentally friendly, having low

1 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
2 Subject Vehicles. When Plaintiff went to Atlantic Dodge to purchase the Subject Vehicle, the
3 sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
4 performance. These representations, along with the advertised fuel economy, were among the
5 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
6 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
7 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
8 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
9 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
10 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
11 standards; that its emission treatment system was designed to de-activate during real-world driving
12 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
13 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
14 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
15 or would have paid less for it, had Defendants not concealed the unauthorized emission control
16 devices.

17 736. Plaintiff, Chris Dougherty (for the purpose of this paragraph, "Plaintiff"), a citizen
18 of the State of Iowa residing in the City of West Des Moines, bought a 2015 Dodge Ram 1500
19 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about October 1, 2015,
20 at Granger Motors, an authorized FCA dealer in Granger, Iowa. Plaintiff decided to buy the Subject
21 Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced
22 emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject
23 Vehicles were represented as environmentally friendly, having low emissions and good fuel

1 economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When
2 Plaintiff went to Granger Motors to purchase the Subject Vehicle, the sales associate touted the
3 Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
4 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
5 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
6 could perform as advertised only by emitting NOx at levels that are greater than advertised and
7 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
8 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
9 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
10 would have paid less for it, had he/she known that it did not comply with emission standards; that
11 its emission treatment system was designed to de-activate during real-world driving conditions;
12 and that it could not achieve the advertised towing power, performance, and/or fuel economy
13 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
14 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
15 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

16 737. Plaintiff, Tim & LeAnne Kindred (for the purpose of this paragraph, "Plaintiff"),
17 a citizen of the State of Wyoming residing in the City of Powell, bought a 2014 Dodge Ram 1500
18 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about January 1, 2015,
19 at Dave Smith, an authorized FCA dealer in Kellogg, Idaho. Plaintiff decided to buy the Subject
20 Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced
21 emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject
22 Vehicles were represented as environmentally friendly, having low emissions and good fuel
23 economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When

1 Plaintiff went to Dave Smith to purchase the Subject Vehicle, the sales associate touted the Subject
2 Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
3 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
4 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
5 could perform as advertised only by emitting NOx at levels that are greater than advertised and
6 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
7 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
8 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
9 would have paid less for it, had he/she known that it did not comply with emission standards; that
10 its emission treatment system was designed to de-activate during real-world driving conditions;
11 and that it could not achieve the advertised towing power, performance, and/or fuel economy
12 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
13 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
14 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

15 738. Plaintiff, Jeffrey Rittenhouse (for the purpose of this paragraph, "Plaintiff"), a
16 citizen of the State of Wisconsin residing in the City of Sheboygan, bought a 2014 Dodge Ram
17 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about September
18 2, 2014, at 5 Corners Dodge Chrysler Jeep Ram, an authorized FCA dealer in Cedarburg,
19 Wisconsin. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations
20 that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls
21 visiting the Ram website, on which the Subject Vehicles were represented as environmentally
22 friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television
23 commercials about the Subject Vehicles. When Plaintiff went to 5 Corners Dodge Chrysler Jeep

1 Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel®
2 attributes, including its fuel economy and performance. These representations, along with the
3 advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At
4 the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised
5 only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was
6 Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized
7 emission control devices designed to cheat emission tests and to deceive consumers and regulators.
8 Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she
9 known that it did not comply with emission standards; that its emission treatment system was
10 designed to de-activate during real-world driving conditions; and that it could not achieve the
11 advertised towing power, performance, and/or fuel economy without cheating emission tests.
12 Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct,
13 and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants
14 not concealed the unauthorized emission control devices.

15 739. Plaintiff, Lochland D. Jeffries (for the purpose of this paragraph, "Plaintiff"), a
16 citizen of the State of Illinois residing in the City of Poplar Grove, bought a 2016 Dodge Ram
17 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about January
18 13, 2017, at Bob Moore Chrysler Dodge, an authorized FCA dealer in Oklahoma, Oklahoma.
19 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
20 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
21 website, on which the Subject Vehicles were represented as environmentally friendly, having low
22 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
23 Subject Vehicles. When Plaintiff went to Bob Moore Chrysler Dodge to purchase the Subject

1 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
2 economy and performance. These representations, along with the advertised fuel economy, were
3 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
4 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
5 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
6 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
7 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
8 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
9 emission standards; that its emission treatment system was designed to de-activate during real-
10 world driving conditions; and that it could not achieve the advertised towing power, performance,
11 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
12 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
13 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
14 control devices.

15 740. Plaintiff, Melissa Maldonado (for the purpose of this paragraph, "Plaintiff"), a
16 citizen of the State of Florida residing in the City of Crestview, bought a 2015 Dodge Ram 1500
17 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about December 27,
18 2016, at Bob Tyler Toyota, an authorized FCA dealer in Pensacola, Florida. Plaintiff decided to
19 buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle
20 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
21 Subject Vehicles were represented as environmentally friendly, having low emissions and good
22 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
23 When Plaintiff went to Bob Tyler Toyota to purchase the Subject Vehicle, the sales associate

1 touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance.
2 These representations, along with the advertised fuel economy, were among the primary reasons
3 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
4 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
5 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
6 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
7 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
8 would have paid less for it, had he/she known that it did not comply with emission standards; that
9 its emission treatment system was designed to de-activate during real-world driving conditions;
10 and that it could not achieve the advertised towing power, performance, and/or fuel economy
11 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
12 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
13 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

14 741. Plaintiff, Van Smith, Jr. (for the purpose of this paragraph, "Plaintiff"), a citizen of
15 the State of Michigan residing in the City of Marlette, leased a 2016 Dodge Ram 1500 EcoDiesel®
16 (for the purpose of this paragraph, the "Subject Vehicle") on or about July 27, 2016, at Moore
17 Motor Sales, an authorized FCA dealer in Caro, Michigan. Plaintiff decided to buy the Subject
18 Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced
19 emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject
20 Vehicles were represented as environmentally friendly, having low emissions and good fuel
21 economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When
22 Plaintiff went to Moore Motor Sales to lease the Subject Vehicle, the sales associate touted the
23 Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These

1 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
2 chose the Subject Vehicle. At the time of lease, Plaintiff did not know that the Subject Vehicle
3 could perform as advertised only by emitting NOx at levels that are greater than advertised and
4 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
5 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
6 deceive consumers and regulators. Plaintiff would not have leased the Subject Vehicle, or would
7 have paid less for it, had he/she known that it did not comply with emission standards; that its
8 emission treatment system was designed to de-activate during real-world driving conditions; and
9 that it could not achieve the advertised towing power, performance, and/or fuel economy without
10 cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of
11 Defendants' misconduct, and would not have leased the Subject Vehicle, or would have paid less
12 for it, had Defendants not concealed the unauthorized emission control devices.

13 742. Plaintiff, Vaughan Wooden (for the purpose of this paragraph, "Plaintiff"), a
14 citizen of the State of North Dakota residing in the City of Williston, bought a 2015 Dodge Ram
15 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about October
16 1, 2018, at Williston Auto, an authorized FCA dealer in Williston, Nevada. Plaintiff decided to
17 buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle
18 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
19 Subject Vehicles were represented as environmentally friendly, having low emissions and good
20 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
21 When Plaintiff went to Williston Auto to purchase the Subject Vehicle, the sales associate touted
22 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
23 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff

1 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
2 could perform as advertised only by emitting NOx at levels that are greater than advertised and
3 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
4 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
5 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
6 would have paid less for it, had he/she known that it did not comply with emission standards; that
7 its emission treatment system was designed to de-activate during real-world driving conditions;
8 and that it could not achieve the advertised towing power, performance, and/or fuel economy
9 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
10 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
11 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

12 743. Plaintiff, Willard & Corina Ragland (for the purpose of this paragraph, "Plaintiff"),
13 a citizen of the State of Oklahoma residing in the City of Clayton, bought a 2014 Dodge Ram 1500
14 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about November 23,
15 2016, at Patriot Chrysler Dodge Jeep, an authorized FCA dealer in McAlester, Oklahoma. Plaintiff
16 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
17 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
18 website, on which the Subject Vehicles were represented as environmentally friendly, having low
19 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
20 Subject Vehicles. When Plaintiff went to Patriot Chrysler Dodge Jeep to purchase the Subject
21 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
22 economy and performance. These representations, along with the advertised fuel economy, were
23 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff

1 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
2 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
3 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
4 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
5 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
6 emission standards; that its emission treatment system was designed to de-activate during real-
7 world driving conditions; and that it could not achieve the advertised towing power, performance,
8 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
9 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
10 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
11 control devices.

12 744. Plaintiff, Jody Killmer (for the purpose of this paragraph, "Plaintiff"), a citizen of
13 the State of Washington residing in the City of Kennewick, bought a 2014 Dodge Ram 1500
14 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about October 19,
15 2015, at Excalibur Auto Group, an authorized FCA dealer in Kennewick, Washington. Plaintiff
16 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
17 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
18 website, on which the Subject Vehicles were represented as environmentally friendly, having low
19 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
20 Subject Vehicles. When Plaintiff went to Excalibur Auto Group to purchase the Subject Vehicle,
21 the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy
22 and performance. These representations, along with the advertised fuel economy, were among the
23 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know

1 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
2 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
3 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
4 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
5 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
6 standards; that its emission treatment system was designed to de-activate during real-world driving
7 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
8 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
9 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
10 or would have paid less for it, had Defendants not concealed the unauthorized emission control
11 devices.

12 745. Plaintiff, Greg Rafalco (for the purpose of this paragraph, "Plaintiff"), a citizen of
13 the State of Pennsylvania residing in the City of Sarver, bought a 2015 Dodge Ram 1500
14 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about October 1, 2015,
15 at #1 Cochran Chrysler Dodge Jeep Ram, an authorized FCA dealer in Natrona Heights,
16 Pennsylvania. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations
17 that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls
18 visiting the Ram website, on which the Subject Vehicles were represented as environmentally
19 friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television
20 commercials about the Subject Vehicles. When Plaintiff went to Cochran Chrysler Dodge Jeep
21 Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel®
22 attributes, including its fuel economy and performance. These representations, along with the
23 advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At

1 the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised
2 only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was
3 Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized
4 emission control devices designed to cheat emission tests and to deceive consumers and regulators.
5 Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she
6 known that it did not comply with emission standards; that its emission treatment system was
7 designed to de-activate during real-world driving conditions; and that it could not achieve the
8 advertised towing power, performance, and/or fuel economy without cheating emission tests.
9 Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct,
10 and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants
11 not concealed the unauthorized emission control devices.

12 746. Plaintiff, Brian Steadman (for the purpose of this paragraph, "Plaintiff"), a citizen
13 of the State of Wisconsin residing in the City of Genoa City, bought a 2014 Dodge Ram 1500
14 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about January 2, 2017,
15 at Kunes Country Chrysler Dodge Jeep, an authorized FCA dealer in Elkhorn, Wisconsin. Plaintiff
16 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
17 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
18 website, on which the Subject Vehicles were represented as environmentally friendly, having low
19 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
20 Subject Vehicles. When Plaintiff went to Kunes Country Chrysler Dodge Jeep to purchase the
21 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
22 its fuel economy and performance. These representations, along with the advertised fuel economy,
23 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,

1 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
2 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
3 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
4 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
5 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
6 comply with emission standards; that its emission treatment system was designed to de-activate
7 during real-world driving conditions; and that it could not achieve the advertised towing power,
8 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
9 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
10 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
11 unauthorized emission control devices.

12 747. Plaintiff, Mack William & Debra Ann Nowlin (for the purpose of this paragraph,
13 "Plaintiff"), a citizen of the State of Kansas residing in the City of Clearwater, bought a 2014
14 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or
15 about June 18, 2014, at Larry H. Miller Chrysler Dodge Bountiful, an authorized FCA dealer in
16 Bountiful, Utah. Plaintiff decided to buy the Subject Vehicle based in part on FCA's
17 representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient).
18 Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as
19 environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls
20 seeing television commercials about the Subject Vehicles. When Plaintiff went to Larry H. Miller
21 Chrysler Dodge Bountiful to purchase the Subject Vehicle, the sales associate touted the Subject
22 Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
23 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff

1 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
2 could perform as advertised only by emitting NOx at levels that are greater than advertised and
3 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
4 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
5 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
6 would have paid less for it, had he/she known that it did not comply with emission standards; that
7 its emission treatment system was designed to de-activate during real-world driving conditions;
8 and that it could not achieve the advertised towing power, performance, and/or fuel economy
9 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
10 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
11 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

12 748. Plaintiff, Timothy & Nancy Schindbeck (for the purpose of this paragraph,
13 "Plaintiff"), a citizen of the State of Minnesota residing in the City of Squaw Lake, bought a 2015
14 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or
15 about March 14, 2015, at Ziegler Dodge, an authorized FCA dealer in Downers Grove, Illinois.
16 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
17 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
18 website, on which the Subject Vehicles were represented as environmentally friendly, having low
19 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
20 Subject Vehicles. When Plaintiff went to Ziegler Dodge to purchase the Subject Vehicle, the sales
21 associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
22 performance. These representations, along with the advertised fuel economy, were among the
23 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know

1 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
2 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
3 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
4 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
5 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
6 standards; that its emission treatment system was designed to de-activate during real-world driving
7 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
8 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
9 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
10 or would have paid less for it, had Defendants not concealed the unauthorized emission control
11 devices.

12 749. Plaintiff, Justin Graves (for the purpose of this paragraph, "Plaintiff"), a citizen of
13 the State of Missouri residing in the City of St. Louis, bought a 2015 Dodge Ram 1500 EcoDiesel®
14 (for the purpose of this paragraph, the "Subject Vehicle") on or about January 2, 2016, from a
15 Private Party in St. Louis, Missouri. Plaintiff decided to buy the Subject Vehicle based in part on
16 FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel
17 efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were
18 represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff
19 also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to a
20 private party in St. Louis, Missouri to purchase the Subject Vehicle, the sales associate touted the
21 Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
22 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
23 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle

1 could perform as advertised only by emitting NOx at levels that are greater than advertised and
2 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
3 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
4 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
5 would have paid less for it, had he/she known that it did not comply with emission standards; that
6 its emission treatment system was designed to de-activate during real-world driving conditions;
7 and that it could not achieve the advertised towing power, performance, and/or fuel economy
8 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
9 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
10 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

11 750. Plaintiff, Willie Bergeron (for the purpose of this paragraph, "Plaintiff"), a citizen
12 of the State of Louisiana residing in the City of Eunice, bought a 2014 Dodge Ram 1500
13 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about December 1,
14 2017, at Acadiana Dodge Chrysler Jeep Ram, an authorized FCA dealer in Lafayette, Louisiana.
15 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
16 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
17 website, on which the Subject Vehicles were represented as environmentally friendly, having low
18 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
19 Subject Vehicles. When Plaintiff went to Acadiana Dodge Chrysler Jeep Ram to purchase the
20 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
21 its fuel economy and performance. These representations, along with the advertised fuel economy,
22 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
23 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx

1 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
2 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
3 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
4 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
5 comply with emission standards; that its emission treatment system was designed to de-activate
6 during real-world driving conditions; and that it could not achieve the advertised towing power,
7 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
8 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
9 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
10 unauthorized emission control devices.

11 751. Plaintiff, Warren Gardinier (for the purpose of this paragraph, "Plaintiff"), a citizen
12 of the State of Nevada residing in the City of Las Vegas, bought a 2014 Jeep Grand Cherokee
13 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about April 1, 2017,
14 at Team Ford Lincoln, an authorized FCA dealer in Las Vegas, Nevada. Plaintiff decided to buy
15 the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
16 reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the
17 Subject Vehicles were represented as environmentally friendly, having low emissions and good
18 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
19 When Plaintiff went to Team Ford Lincoln to purchase the Subject Vehicle, the sales associate
20 touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance.
21 These representations, along with the advertised fuel economy, were among the primary reasons
22 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
23 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised

1 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
2 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
3 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
4 would have paid less for it, had he/she known that it did not comply with emission standards; that
5 its emission treatment system was designed to de-activate during real-world driving conditions;
6 and that it could not achieve the advertised towing power, performance, and/or fuel economy
7 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
8 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
9 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

10 752. Plaintiff, Shawn C. Jacobs (for the purpose of this paragraph, "Plaintiff"), a citizen
11 of the State of Wisconsin residing in the City of Saint Croix, bought a 2015 Dodge Ram 1500
12 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about July 1, 2015, at
13 Roseville Chrysler, an authorized FCA dealer in Roseville, Minnesota. Plaintiff decided to buy the
14 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
15 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
16 Subject Vehicles were represented as environmentally friendly, having low emissions and good
17 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
18 When Plaintiff went to Roseville Chrysler to purchase the Subject Vehicle, the sales associate
19 touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance.
20 These representations, along with the advertised fuel economy, were among the primary reasons
21 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
22 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
23 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with

1 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
2 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
3 would have paid less for it, had he/she known that it did not comply with emission standards; that
4 its emission treatment system was designed to de-activate during real-world driving conditions;
5 and that it could not achieve the advertised towing power, performance, and/or fuel economy
6 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
7 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
8 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

9 753. Plaintiff, Vince McBride (for the purpose of this paragraph, "Plaintiff"), a citizen
10 of the State of Oklahoma residing in the City of Norman, bought a 2015 Dodge Ram 1500
11 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about August 1, 2015,
12 at Bob Moore Ford, an authorized FCA dealer in Oklahoma City, Oklahoma. Plaintiff decided to
13 buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle
14 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
15 Subject Vehicles were represented as environmentally friendly, having low emissions and good
16 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
17 When Plaintiff went to Bob Moore Ford to purchase the Subject Vehicle, the sales associate touted
18 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
19 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
20 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
21 could perform as advertised only by emitting NOx at levels that are greater than advertised and
22 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
23 undisclosed and unauthorized emission control devices designed to cheat emission tests and to

1 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
2 would have paid less for it, had he/she known that it did not comply with emission standards; that
3 its emission treatment system was designed to de-activate during real-world driving conditions;
4 and that it could not achieve the advertised towing power, performance, and/or fuel economy
5 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
6 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
7 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

8 754. Plaintiff, David A. Nakkula (for the purpose of this paragraph, "Plaintiff"), a
9 citizen of the State of Michigan residing in the City of Troy, bought a 2016 Dodge Ram 1500
10 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 13, 2016,
11 at Golling Chrysler Jeep, an authorized FCA dealer in Bloomfield Hills, Michigan. Plaintiff
12 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
13 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
14 website, on which the Subject Vehicles were represented as environmentally friendly, having low
15 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
16 Subject Vehicles. When Plaintiff went to Golling Chrysler Jeep to purchase the Subject Vehicle,
17 the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy
18 and performance. These representations, along with the advertised fuel economy, were among the
19 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
20 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
21 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
22 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
23 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject

1 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
2 standards; that its emission treatment system was designed to de-activate during real-world driving
3 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
4 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
5 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
6 or would have paid less for it, had Defendants not concealed the unauthorized emission control
7 devices.

8 755. Plaintiff, Tamara Kay Domonoske (for the purpose of this paragraph, "Plaintiff"),
9 a citizen of the State of Iowa residing in the City of Ventura, bought a 2015 Dodge Ram 1500
10 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about March 20, 2015,
11 at Birdnow Motor, an authorized FCA dealer in Oelwein, Iowa. Plaintiff decided to buy the Subject
12 Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced
13 emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject
14 Vehicles were represented as environmentally friendly, having low emissions and good fuel
15 economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When
16 Plaintiff went to Birdnow Motor to purchase the Subject Vehicle, the sales associate touted the
17 Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
18 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
19 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
20 could perform as advertised only by emitting NOx at levels that are greater than advertised and
21 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
22 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
23 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or

1 would have paid less for it, had he/she known that it did not comply with emission standards; that
2 its emission treatment system was designed to de-activate during real-world driving conditions;
3 and that it could not achieve the advertised towing power, performance, and/or fuel economy
4 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
5 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
6 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

7 756. Plaintiff, William Eason (for the purpose of this paragraph, "Plaintiff"), a citizen
8 of the State of Oklahoma residing in the City of Tulsa, bought a 2016 Dodge Ram 1500
9 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about October 18,
10 2012, at Don Vance Auto Group, an authorized FCA dealer in Marshfield, Missouri. Plaintiff
11 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
12 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
13 website, on which the Subject Vehicles were represented as environmentally friendly, having low
14 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
15 Subject Vehicles. When Plaintiff went to Don Vance Auto Group to purchase the Subject Vehicle,
16 the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy
17 and performance. These representations, along with the advertised fuel economy, were among the
18 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
19 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
20 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
21 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
22 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
23 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission

1 standards; that its emission treatment system was designed to de-activate during real-world driving
2 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
3 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
4 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
5 or would have paid less for it, had Defendants not concealed the unauthorized emission control
6 devices.

7 757. Plaintiff, Hector Montano (for the purpose of this paragraph, "Plaintiff"), a citizen
8 of the State of Nevada residing in the City of Las Vegas, bought a 2014 Dodge Ram 1500
9 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about October 1, 2014,
10 at Earnhardt Chrysler Jeep Dodge Ram, an authorized FCA dealer in Gilbert, Arizona. Plaintiff
11 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
12 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
13 website, on which the Subject Vehicles were represented as environmentally friendly, having low
14 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
15 Subject Vehicles. When Plaintiff went to Earnhardt Chrysler Jeep Dodge Ram to purchase the
16 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
17 its fuel economy and performance. These representations, along with the advertised fuel economy,
18 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
19 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
20 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
21 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
22 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
23 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not

1 comply with emission standards; that its emission treatment system was designed to de-activate
2 during real-world driving conditions; and that it could not achieve the advertised towing power,
3 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
4 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
5 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
6 unauthorized emission control devices.

7 758. Plaintiff, Christina Kennedy (for the purpose of this paragraph, "Plaintiff"), a
8 citizen of the State of Florida residing in the City of Parrish, bought a 2014 Dodge Ram 1500
9 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about January 1, 2014,
10 at Firkins Chrysler Jeep Dodge, an authorized FCA dealer in Bradenton, Florida. Plaintiff decided
11 to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel"
12 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on
13 which the Subject Vehicles were represented as environmentally friendly, having low emissions
14 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
15 Vehicles. When Plaintiff went to Firkins Chrysler Jeep Dodge to purchase the Subject Vehicle,
16 the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy
17 and performance. These representations, along with the advertised fuel economy, were among the
18 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
19 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
20 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
21 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
22 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
23 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission

1 standards; that its emission treatment system was designed to de-activate during real-world driving
2 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
3 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
4 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
5 or would have paid less for it, had Defendants not concealed the unauthorized emission control
6 devices.

7 759. Plaintiff, David Waltman (for the purpose of this paragraph, "Plaintiff"), a citizen
8 of the State of Oklahoma residing in the City of Yukon, bought a 2016 Dodge Ram 1500
9 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about September 1,
10 2015, at Blazer Motors, an authorized FCA dealer in Oklahoma City, Oklahoma. Plaintiff decided
11 to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel"
12 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on
13 which the Subject Vehicles were represented as environmentally friendly, having low emissions
14 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
15 Vehicles. When Plaintiff went to Blazer Motors to purchase the Subject Vehicle, the sales
16 associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
17 performance. These representations, along with the advertised fuel economy, were among the
18 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
19 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
20 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
21 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
22 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
23 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission

standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

760. Plaintiff, Timothy Graham (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Pennsylvania residing in the City of Kittanning, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 1, 2015, at Kuntz Dodge & Chrysler, an authorized FCA dealer in Mahaffey, Pennsylvania. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Kuntz Dodge & Chrysler to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with

1 emission standards; that its emission treatment system was designed to de-activate during real-
2 world driving conditions; and that it could not achieve the advertised towing power, performance,
3 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
4 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
5 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
6 control devices.

7 761. Plaintiff, Dawn Noll (for the purpose of this paragraph, "Plaintiff"), a citizen of the
8 State of Pennsylvania residing in the City of Oley, bought a 2014 Jeep Grand Cherokee
9 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about August 1, 2015,
10 at Fred Beans Dodge Chrysler Jeep, an authorized FCA dealer in Doylestown, Pennsylvania.
11 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
12 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep
13 website, on which the Subject Vehicles were represented as environmentally friendly, having low
14 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
15 Subject Vehicles. When Plaintiff went to Fred Beans Dodge Chrysler Jeep to purchase the Subject
16 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
17 economy and performance. These representations, along with the advertised fuel economy, were
18 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
19 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
20 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
21 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
22 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
23 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with

1 emission standards; that its emission treatment system was designed to de-activate during real-
2 world driving conditions; and that it could not achieve the advertised towing power, performance,
3 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
4 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
5 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
6 control devices.

7 762. Plaintiff, Bryan Hastings & Jessica Bolling (for the purpose of this paragraph,
8 "Plaintiff"), a citizen of the State of North Carolina residing in the City of Winston Salem, bought
9 a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle")
10 on or about February 1, 2018, at Kernersville Chrysler Dodge Jeep Ram, an authorized FCA dealer
11 in Kernersville, North Carolina. Plaintiff decided to buy the Subject Vehicle based in part on
12 FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel
13 efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were
14 represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff
15 also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to
16 Kernersville Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted
17 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
18 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
19 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
20 could perform as advertised only by emitting NOx at levels that are greater than advertised and
21 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
22 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
23 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or

1 would have paid less for it, had he/she known that it did not comply with emission standards; that
2 its emission treatment system was designed to de-activate during real-world driving conditions;
3 and that it could not achieve the advertised towing power, performance, and/or fuel economy
4 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
5 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
6 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

7 763. Plaintiff, Garrett Dantzler (for the purpose of this paragraph, "Plaintiff"), a citizen
8 of the State of Oklahoma residing in the City of Blanchard, bought a 2014 Dodge Ram 1500
9 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about February 1,
10 2018, at Ferguson Buick GMC, an authorized FCA dealer in Norman, Oklahoma. Plaintiff decided
11 to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel"
12 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on
13 which the Subject Vehicles were represented as environmentally friendly, having low emissions
14 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
15 Vehicles. When Plaintiff went to Ferguson Buick GMC to purchase the Subject Vehicle, the sales
16 associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
17 performance. These representations, along with the advertised fuel economy, were among the
18 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
19 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
20 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
21 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
22 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
23 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission

1 standards; that its emission treatment system was designed to de-activate during real-world driving
2 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
3 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
4 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
5 or would have paid less for it, had Defendants not concealed the unauthorized emission control
6 devices.

7 764. Plaintiff, Michael Mavromatis (for the purpose of this paragraph, "Plaintiff"), a
8 citizen of the State of Louisiana residing in the City of Gretna, bought a 2015 Dodge Ram 1500
9 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about October 19,
10 2015, at Premier Chrysler Jeep, Dodge, an authorized FCA dealer in New Orleans, Louisiana.
11 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
12 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
13 website, on which the Subject Vehicles were represented as environmentally friendly, having low
14 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
15 Subject Vehicles. When Plaintiff went to Premier Chrysler Jeep, Dodge to purchase the Subject
16 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
17 economy and performance. These representations, along with the advertised fuel economy, were
18 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
19 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
20 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
21 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
22 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
23 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with

1 emission standards; that its emission treatment system was designed to de-activate during real-
2 world driving conditions; and that it could not achieve the advertised towing power, performance,
3 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
4 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
5 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
6 control devices.

7 765. Plaintiff, Thomas Newton (for the purpose of this paragraph, "Plaintiff"), a citizen
8 of the State of New York residing in the City of Spencertown, bought a 2015 Dodge Ram 1500
9 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about July 1, 2015, at
10 Armory Chrysler Dodge Jeep Ram FIAT, an authorized FCA dealer in Albany, New York.
11 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
12 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
13 website, on which the Subject Vehicles were represented as environmentally friendly, having low
14 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
15 Subject Vehicles. When Plaintiff went to Armory Chrysler Dodge Jeep Ram FIAT to purchase
16 the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes,
17 including its fuel economy and performance. These representations, along with the advertised fuel
18 economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of
19 purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by
20 emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff
21 aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission
22 control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff
23 would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known

1 that it did not comply with emission standards; that its emission treatment system was designed to
2 de-activate during real-world driving conditions; and that it could not achieve the advertised
3 towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has
4 suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would
5 not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not
6 concealed the unauthorized emission control devices.

7 766. Plaintiff, Travis Lee Campbell (for the purpose of this paragraph, "Plaintiff"), a
8 citizen of the State of North Carolina residing in the City of Walnut Cove, bought a 2014 Dodge
9 Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about April
10 10, 2014, at North Point Chrysler Jeep Dodge Ram, an authorized FCA dealer in Winston-Salem,
11 North Carolina. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations
12 that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls
13 visiting the Ram website, on which the Subject Vehicles were represented as environmentally
14 friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television
15 commercials about the Subject Vehicles. When Plaintiff went to North Point Chrysler Jeep Dodge
16 Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel®
17 attributes, including its fuel economy and performance. These representations, along with the
18 advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At
19 the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised
20 only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was
21 Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized
22 emission control devices designed to cheat emission tests and to deceive consumers and regulators.
23 Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she

1 known that it did not comply with emission standards; that its emission treatment system was
2 designed to de-activate during real-world driving conditions; and that it could not achieve the
3 advertised towing power, performance, and/or fuel economy without cheating emission tests.
4 Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct,
5 and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants
6 not concealed the unauthorized emission control devices.

7 767. Plaintiff, Todd Dombek (for the purpose of this paragraph, "Plaintiff"), a citizen of
8 the State of Colorado residing in the City of Avon, bought a 2016 Dodge Ram 1500 EcoDiesel®
9 (for the purpose of this paragraph, the "Subject Vehicle") on or about March 1, 2018, at Groove
10 Silverthorne, an authorized FCA dealer in Silverthorne, Colorado. Plaintiff decided to buy the
11 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
12 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
13 Subject Vehicles were represented as environmentally friendly, having low emissions and good
14 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
15 When Plaintiff went to Groove Silverthorne to purchase the Subject Vehicle, the sales associate
16 touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance.
17 These representations, along with the advertised fuel economy, were among the primary reasons
18 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
19 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
20 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
21 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
22 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
23 would have paid less for it, had he/she known that it did not comply with emission standards; that

1 its emission treatment system was designed to de-activate during real-world driving conditions;
2 and that it could not achieve the advertised towing power, performance, and/or fuel economy
3 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
4 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
5 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

6 768. Plaintiff, Wade Rodney Aylett (for the purpose of this paragraph, "Plaintiff"), a
7 citizen of the State of Oregon residing in the City of Irrigon, bought a 2014 Jeep Grand Cherokee
8 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about May 17, 2017,
9 at Tom Denchel Fort Country, an authorized FCA dealer in Hermiston, Oregon. Plaintiff decided
10 to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel"
11 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on
12 which the Subject Vehicles were represented as environmentally friendly, having low emissions
13 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
14 Vehicles. When Plaintiff went to Tom Denchel Fort Country to purchase the Subject Vehicle, the
15 sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
16 performance. These representations, along with the advertised fuel economy, were among the
17 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
18 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
19 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
20 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
21 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
22 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
23 standards; that its emission treatment system was designed to de-activate during real-world driving

1 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
2 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
3 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
4 or would have paid less for it, had Defendants not concealed the unauthorized emission control
5 devices.

6 769. Plaintiff, Todd Dana Strickland (for the purpose of this paragraph, "Plaintiff"), a
7 citizen of the State of Michigan residing in the City of Hastings, bought a 2016 Dodge Ram 1500
8 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about December 19,
9 2017, at Thayer Honda, an authorized FCA dealer in Bowling Green, Ohio. Plaintiff decided to
10 buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle
11 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
12 Subject Vehicles were represented as environmentally friendly, having low emissions and good
13 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
14 When Plaintiff went to ** to purchase the Subject Vehicle, the sales associate touted the Subject
15 Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
16 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
17 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
18 could perform as advertised only by emitting NOx at levels that are greater than advertised and
19 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
20 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
21 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
22 would have paid less for it, had he/she known that it did not comply with emission standards; that
23 its emission treatment system was designed to de-activate during real-world driving conditions;

1 and that it could not achieve the advertised towing power, performance, and/or fuel economy
2 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
3 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
4 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

5 770. Plaintiff, Jayne Marie Edwards (for the purpose of this paragraph, "Plaintiff"), a
6 citizen of the State of Wisconsin residing in the City of Stockholm, bought a 2015 Dodge Ram
7 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about October
8 1, 2014, at Chrysler Winona, an authorized FCA dealer in Winona, Minnesota. Plaintiff decided
9 to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel"
10 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on
11 which the Subject Vehicles were represented as environmentally friendly, having low emissions
12 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
13 Vehicles. When Plaintiff went to Chrysler Winona to purchase the Subject Vehicle, the sales
14 associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
15 performance. These representations, along with the advertised fuel economy, were among the
16 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
17 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
18 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
19 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
20 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
21 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
22 standards; that its emission treatment system was designed to de-activate during real-world driving
23 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel

1 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
2 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
3 or would have paid less for it, had Defendants not concealed the unauthorized emission control
4 devices.

5 771. Plaintiff, Matthew Russell Peters (for the purpose of this paragraph, "Plaintiff"), a
6 citizen of the State of Kansas residing in the City of Goddard, bought a 2016 Dodge Ram 1500
7 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about July 21, 2016,
8 at Davis-Moore Dodge Jeep Ram, an authorized FCA dealer in Wichita, Kansas. Plaintiff decided
9 to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel"
10 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on
11 which the Subject Vehicles were represented as environmentally friendly, having low emissions
12 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
13 Vehicles. When Plaintiff went to Davis-Moore Dodge Jeep Ram to purchase the Subject Vehicle,
14 the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy
15 and performance. These representations, along with the advertised fuel economy, were among the
16 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
17 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
18 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
19 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
20 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
21 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
22 standards; that its emission treatment system was designed to de-activate during real-world driving
23 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel

1 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
2 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
3 or would have paid less for it, had Defendants not concealed the unauthorized emission control
4 devices.

5 772. Plaintiff, Frederick B. May (for the purpose of this paragraph, "Plaintiff"), a citizen
6 of the State of North Carolina residing in the City of Columbus, bought a 2015 Dodge Ram
7 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about January 27,
8 2015, at Friendship Chrysler Dodge Jeep, an authorized FCA dealer in Forest City, North Carolina.
9 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
10 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
11 website, on which the Subject Vehicles were represented as environmentally friendly, having low
12 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
13 Subject Vehicles. When Plaintiff went to Friendship Chrysler Dodge Jeep to purchase the Subject
14 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
15 economy and performance. These representations, along with the advertised fuel economy, were
16 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
17 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
18 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
19 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
20 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
21 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
22 emission standards; that its emission treatment system was designed to de-activate during real-
23 world driving conditions; and that it could not achieve the advertised towing power, performance,

1 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
2 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
3 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
4 control devices.

5 773. Plaintiff, Derle Mork (for the purpose of this paragraph, "Plaintiff"), a citizen of
6 the State of Oklahoma residing in the City of Ponca City, bought a 2016 Dodge Ram 1500
7 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 1, 2016,
8 at Zeller Motor Company Incorporated, an authorized FCA dealer in Arkansas City, Kansas.
9 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
10 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
11 website, on which the Subject Vehicles were represented as environmentally friendly, having low
12 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
13 Subject Vehicles. When Plaintiff went to Zeller Motor Company Incorporated to purchase the
14 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
15 its fuel economy and performance. These representations, along with the advertised fuel economy,
16 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
17 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
18 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
19 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
20 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
21 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
22 comply with emission standards; that its emission treatment system was designed to de-activate
23 during real-world driving conditions; and that it could not achieve the advertised towing power,

1 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
2 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
3 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
4 unauthorized emission control devices.

5 774. Plaintiff, Josh & Amber Gwillim (for the purpose of this paragraph, "Plaintiff"), a
6 citizen of the State of Kansas residing in the City of Oswego, bought a 2015 Dodge Ram 1500
7 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about November 21,
8 2015, at David Stanley Norman, an authorized FCA dealer in Norman, Oklahoma. Plaintiff
9 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
10 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
11 website, on which the Subject Vehicles were represented as environmentally friendly, having low
12 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
13 Subject Vehicles. When Plaintiff went to David Stanley Norman to purchase the Subject Vehicle,
14 the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy
15 and performance. These representations, along with the advertised fuel economy, were among the
16 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
17 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
18 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
19 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
20 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
21 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
22 standards; that its emission treatment system was designed to de-activate during real-world driving
23 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel

1 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
2 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
3 or would have paid less for it, had Defendants not concealed the unauthorized emission control
4 devices.

5 775. Plaintiff, Kerrin Tomek (for the purpose of this paragraph, "Plaintiff"), a citizen of
6 the State of North Carolina residing in the City of Wake Forrest, bought a 2014 Dodge Ram 1500
7 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 20, 2017,
8 at Chris Letih Ram, an authorized FCA dealer in Wake Forest, North Carolina. Plaintiff decided
9 to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel"
10 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on
11 which the Subject Vehicles were represented as environmentally friendly, having low emissions
12 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
13 Vehicles. When Plaintiff went to Chris Letih Ram to purchase the Subject Vehicle, the sales
14 associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
15 performance. These representations, along with the advertised fuel economy, were among the
16 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
17 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
18 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
19 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
20 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
21 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
22 standards; that its emission treatment system was designed to de-activate during real-world driving
23 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel

1 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
2 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
3 or would have paid less for it, had Defendants not concealed the unauthorized emission control
4 devices.

5 776. Plaintiff, Theo Reginal Thibodeaux (for the purpose of this paragraph, "Plaintiff"),
6 a citizen of the State of Louisiana residing in the City of Rayne, bought a 2015 Dodge Ram 1500
7 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about August 11,
8 2018, at Sterling Automotive Group, an authorized FCA dealer in Opelousas, Louisiana. Plaintiff
9 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
10 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
11 website, on which the Subject Vehicles were represented as environmentally friendly, having low
12 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
13 Subject Vehicles. When Plaintiff went to Sterling Automotive Group to purchase the Subject
14 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
15 economy and performance. These representations, along with the advertised fuel economy, were
16 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
17 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
18 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
19 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
20 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
21 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
22 emission standards; that its emission treatment system was designed to de-activate during real-
23 world driving conditions; and that it could not achieve the advertised towing power, performance,

1 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
2 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
3 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
4 control devices.

5 777. Plaintiff, Michael Kuhrt (for the purpose of this paragraph, "Plaintiff"), a citizen of
6 the State of New Jersey residing in the City of Kearny, bought a 2015 Dodge Ram 1500
7 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about October 6, 2017,
8 at Route 22 Nissan, an authorized FCA dealer in Hillside, New Jersey. Plaintiff decided to buy the
9 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
10 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
11 Subject Vehicles were represented as environmentally friendly, having low emissions and good
12 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
13 When Plaintiff went to Route 22 Nissan to purchase the Subject Vehicle, the sales associate touted
14 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
15 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
16 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
17 could perform as advertised only by emitting NOx at levels that are greater than advertised and
18 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
19 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
20 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
21 would have paid less for it, had he/she known that it did not comply with emission standards; that
22 its emission treatment system was designed to de-activate during real-world driving conditions;
23 and that it could not achieve the advertised towing power, performance, and/or fuel economy

1 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
2 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
3 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

4 778. Plaintiff, Judith Mary Bressler (for the purpose of this paragraph, "Plaintiff"), a
5 citizen of the State of Florida residing in the City of Oviedo, bought a 2014 Dodge Ram 1500
6 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about December 22,
7 2014, at Titusville Chrysler Dodge Jeep, an authorized FCA dealer in Titusville, Florida. Plaintiff
8 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
9 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
10 website, on which the Subject Vehicles were represented as environmentally friendly, having low
11 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
12 Subject Vehicles. When Plaintiff went to Titusville Chrysler Dodge Jeep to purchase the Subject
13 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
14 economy and performance. These representations, along with the advertised fuel economy, were
15 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
16 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
17 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
18 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
19 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
20 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
21 emission standards; that its emission treatment system was designed to de-activate during real-
22 world driving conditions; and that it could not achieve the advertised towing power, performance,
23 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a

1 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
2 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
3 control devices.

4 779. Plaintiff, Keith Arnold (for the purpose of this paragraph, "Plaintiff"), a citizen of
5 the State of Michigan residing in the City of Imlay City, bought a 2014 Dodge Ram 1500
6 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about March 1, 2014,
7 at Sterling Heights Dodge, an authorized FCA dealer in Sterling Heights, Michigan. Plaintiff
8 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
9 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
10 website, on which the Subject Vehicles were represented as environmentally friendly, having low
11 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
12 Subject Vehicles. When Plaintiff went to Sterling Heights Dodge to purchase the Subject Vehicle,
13 the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy
14 and performance. These representations, along with the advertised fuel economy, were among the
15 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
16 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
17 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
18 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
19 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
20 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
21 standards; that its emission treatment system was designed to de-activate during real-world driving
22 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
23 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and

1 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
2 or would have paid less for it, had Defendants not concealed the unauthorized emission control
3 devices.

4 780. Plaintiff, Jamison Stanley & Joli A. Elder (for the purpose of this paragraph,
5 "Plaintiff"), a citizen of the State of South Carolina residing in the City of Lancaster, bought a
6 2015 Jeep Grand Cherokee EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle")
7 on or about July 5, 2016, at Indian Trail Jeep Dodge Chrysler, an authorized FCA dealer in
8 Monroe, North Carolina. Plaintiff decided to buy the Subject Vehicle based in part on FCA's
9 representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient).
10 Plaintiff recalls visiting the Jeep website, on which the Subject Vehicles were represented as
11 environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls
12 seeing television commercials about the Subject Vehicles. When Plaintiff went to Indian Trail
13 Jeep Dodge Chrysler to purchase the Subject Vehicle, the sales associate touted the Subject
14 Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
15 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
16 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
17 could perform as advertised only by emitting NOx at levels that are greater than advertised and
18 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
19 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
20 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
21 would have paid less for it, had he/she known that it did not comply with emission standards; that
22 its emission treatment system was designed to de-activate during real-world driving conditions;
23 and that it could not achieve the advertised towing power, performance, and/or fuel economy

1 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
2 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
3 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

4 781. Plaintiff, Patrick & Jill Kons (for the purpose of this paragraph, "Plaintiff"), a
5 citizen of the State of Montana residing in the City of Great Falls, bought a 2015 Dodge Ram 1500
6 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about October 1, 2015,
7 at Lithia Chrysler Dodge Jeep, an authorized FCA dealer in Great Falls, Montana. Plaintiff decided
8 to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel"
9 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on
10 which the Subject Vehicles were represented as environmentally friendly, having low emissions
11 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
12 Vehicles. When Plaintiff went to Lithia Chrysler Dodge Jeep to purchase the Subject Vehicle, the
13 sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
14 performance. These representations, along with the advertised fuel economy, were among the
15 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
16 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
17 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
18 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
19 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
20 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
21 standards; that its emission treatment system was designed to de-activate during real-world driving
22 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
23 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and

1 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
2 or would have paid less for it, had Defendants not concealed the unauthorized emission control
3 devices.

4 782. Plaintiff, Timothy Bernard (for the purpose of this paragraph, "Plaintiff"), a citizen
5 of the State of Wisconsin residing in the City of Milwaukee, bought a 2016 Dodge Ram 1500
6 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about March 30, 2016,
7 at Griffin's Hub Chrysler Jeep Dodge, an authorized FCA dealer in Milwaukee, Wisconsin.
8 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
9 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
10 website, on which the Subject Vehicles were represented as environmentally friendly, having low
11 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
12 Subject Vehicles. When Plaintiff went to Griffin's Hub Chrysler Jeep Dodge to purchase the
13 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
14 its fuel economy and performance. These representations, along with the advertised fuel economy,
15 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
16 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
17 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
18 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
19 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
20 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
21 comply with emission standards; that its emission treatment system was designed to de-activate
22 during real-world driving conditions; and that it could not achieve the advertised towing power,
23 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a

1 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
2 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
3 unauthorized emission control devices.

4 783. Plaintiff, George & Katie Kaufman (for the purpose of this paragraph, "Plaintiff"),
5 a citizen of the State of New Jersey residing in the City of Hazlet, bought a 2015 Dodge Ram 1500
6 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about November 1,
7 2015, at Dover Dodge, an authorized FCA dealer in Rockaway, New Jersey. Plaintiff decided to
8 buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle
9 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
10 Subject Vehicles were represented as environmentally friendly, having low emissions and good
11 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
12 When Plaintiff went to Dove Dodge to purchase the Subject Vehicle, the sales associate touted the
13 Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
14 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
15 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
16 could perform as advertised only by emitting NOx at levels that are greater than advertised and
17 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
18 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
19 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
20 would have paid less for it, had he/she known that it did not comply with emission standards; that
21 its emission treatment system was designed to de-activate during real-world driving conditions;
22 and that it could not achieve the advertised towing power, performance, and/or fuel economy
23 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate

1 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
2 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

3 784. Plaintiff, Adam Mckean & Elizabeth Barnes (for the purpose of this paragraph,
4 "Plaintiff"), a citizen of the State of Louisiana residing in the City of Tickfaw, bought a 2015
5 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or
6 about December 31, 2017, at Community Motors, an authorized FCA dealer in Hammond,
7 Louisiana. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that
8 it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting
9 the Ram website, on which the Subject Vehicles were represented as environmentally friendly,
10 having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials
11 about the Subject Vehicles. When Plaintiff went to Community Motors to purchase the Subject
12 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
13 economy and performance. These representations, along with the advertised fuel economy, were
14 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
15 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
16 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
17 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
18 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
19 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
20 emission standards; that its emission treatment system was designed to de-activate during real-
21 world driving conditions; and that it could not achieve the advertised towing power, performance,
22 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
23 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject

1 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
2 control devices.

3 785. Plaintiff, Leroy & Shalada Bengtson (for the purpose of this paragraph,
4 “Plaintiff”), a citizen of the State of Montana residing in the City of Columbia Falls, leased a 2016
5 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or
6 about August 15, 2016, at Dave Smith Motors, an authorized FCA dealer in Kellogg, Idaho.
7 Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an
8 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
9 website, on which the Subject Vehicles were represented as environmentally friendly, having low
10 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
11 Subject Vehicles. When Plaintiff went to Dave Smith Motors to lease the Subject Vehicle, the
12 sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and
13 performance. These representations, along with the advertised fuel economy, were among the
14 primary reasons Plaintiff chose the Subject Vehicle. At the time of lease, Plaintiff did not know
15 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
16 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
17 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
18 tests and to deceive consumers and regulators. Plaintiff would not have leased the Subject Vehicle,
19 or would have paid less for it, had he/she known that it did not comply with emission standards;
20 that its emission treatment system was designed to de-activate during real-world driving
21 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
22 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
23 proximate result of Defendants’ misconduct, and would not have leased the Subject Vehicle, or

1 would have paid less for it, had Defendants not concealed the unauthorized emission control
2 devices.

3 786. Plaintiff, James & Tierra Applegate (for the purpose of this paragraph, “Plaintiff”),
4 a citizen of the State of Missouri residing in the City of Applegate, bought a 2015 Dodge Ram
5 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about October
6 12, 2015, at Corwin Dodge Ram FIAT, an authorized FCA dealer in Springfield, Missouri.
7 Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an
8 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
9 website, on which the Subject Vehicles were represented as environmentally friendly, having low
10 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
11 Subject Vehicles. When Plaintiff went to Corwin Dodge Ram FIAT to purchase the Subject
12 Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel
13 economy and performance. These representations, along with the advertised fuel economy, were
14 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
15 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
16 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
17 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
18 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
19 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
20 emission standards; that its emission treatment system was designed to de-activate during real-
21 world driving conditions; and that it could not achieve the advertised towing power, performance,
22 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
23 direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject

1 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
2 control devices.

3 787. Plaintiff, Paul Gambrill (for the purpose of this paragraph, “Plaintiff”), a citizen of
4 the State of Ohio residing in the City of Chesterland, bought a 2016 Dodge Ram 1500 EcoDiesel®
5 (for the purpose of this paragraph, the “Subject Vehicle”) on or about February 5, 2016, at Ganley
6 Village Chrysler Dodge Jeep, an authorized FCA dealer in Painesville, Ohio. Plaintiff decided to
7 buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle
8 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
9 Subject Vehicles were represented as environmentally friendly, having low emissions and good
10 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
11 When Plaintiff went to Ganley Village Chrysler Dodge Jeep to purchase the Subject Vehicle, the
12 sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and
13 performance. These representations, along with the advertised fuel economy, were among the
14 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
15 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
16 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
17 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
18 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
19 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
20 standards; that its emission treatment system was designed to de-activate during real-world driving
21 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
22 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
23 proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle,

1 or would have paid less for it, had Defendants not concealed the unauthorized emission control
2 devices.

3 788. Plaintiff, Ernest & Selina Mascarenas (for the purpose of this paragraph,
4 “Plaintiff”), a citizen of the State of Colorado residing in the City of Pueblo, bought a 2015 Jeep
5 Grand Cherokee EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about
6 September 12, 2015, at Auto Nation Chrysler Jeep Arapahoe, an authorized FCA dealer in
7 Englewood, Colorado. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s
8 representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient).
9 Plaintiff recalls visiting the Jeep website, on which the Subject Vehicles were represented as
10 environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls
11 seeing television commercials about the Subject Vehicles. When Plaintiff went to Auto Nation
12 Chrysler Jeep Arapahoe to purchase the Subject Vehicle, the sales associate touted the Subject
13 Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These
14 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
15 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
16 could perform as advertised only by emitting NOx at levels that are greater than advertised and
17 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
18 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
19 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
20 would have paid less for it, had he/she known that it did not comply with emission standards; that
21 its emission treatment system was designed to de-activate during real-world driving conditions;
22 and that it could not achieve the advertised towing power, performance, and/or fuel economy
23 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate

1 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
2 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

3 789. Plaintiff, Casamere & William Creacy (for the purpose of this paragraph,
4 "Plaintiff"), a citizen of the State of Oklahoma residing in the City of Cache, bought a 2014 Dodge
5 Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about
6 December 27, 2016, at Toyota of Lawton, an authorized FCA dealer in Lawton, Oklahoma.
7 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
8 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
9 website, on which the Subject Vehicles were represented as environmentally friendly, having low
10 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
11 Subject Vehicles. When Plaintiff went to Toyota of Lawton to purchase the Subject Vehicle, the
12 sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
13 performance. These representations, along with the advertised fuel economy, were among the
14 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
15 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
16 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
17 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
18 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
19 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
20 standards; that its emission treatment system was designed to de-activate during real-world driving
21 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
22 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
23 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,

1 or would have paid less for it, had Defendants not concealed the unauthorized emission control
2 devices.

3 790. Plaintiff, Lisa S. & Kevin P. Speyrer (for the purpose of this paragraph, “Plaintiff”),
4 a citizen of the State of Louisiana residing in the City of Abbeville, bought a 2016 Dodge Ram
5 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about July 20,
6 2016, at Acadiana Dodge, an authorized FCA dealer in Lafayette, Louisiana. Plaintiff decided to
7 buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle
8 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
9 Subject Vehicles were represented as environmentally friendly, having low emissions and good
10 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
11 When Plaintiff went to Acadiana Dodge to purchase the Subject Vehicle, the sales associate touted
12 the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These
13 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
14 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
15 could perform as advertised only by emitting NOx at levels that are greater than advertised and
16 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
17 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
18 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
19 would have paid less for it, had he/she known that it did not comply with emission standards; that
20 its emission treatment system was designed to de-activate during real-world driving conditions;
21 and that it could not achieve the advertised towing power, performance, and/or fuel economy
22 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
23 result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would

1 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

2 791. Plaintiff, Thomas Castle (for the purpose of this paragraph, “Plaintiff”), a citizen
3 of the State of New York residing in the City of Angola, bought a 2015 Dodge Ram 1500
4 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about December 10,
5 2014, at Transitowne Jeep Chrysler Dodge Ram, an authorized FCA dealer in Elam, New York.
6 Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an
7 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
8 website, on which the Subject Vehicles were represented as environmentally friendly, having low
9 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
10 Subject Vehicles. When Plaintiff went to Transitowne Jeep Chrysler Dodge Ram to purchase the
11 Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including
12 its fuel economy and performance. These representations, along with the advertised fuel economy,
13 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
14 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
15 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
16 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
17 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
18 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
19 comply with emission standards; that its emission treatment system was designed to de-activate
20 during real-world driving conditions; and that it could not achieve the advertised towing power,
21 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
22 concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have
23 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the

1 unauthorized emission control devices.

2 792. Plaintiff, Daniel Martin (for the purpose of this paragraph, “Plaintiff”), a citizen of
3 the State of Washington residing in the City of Everett, bought a 2016 Dodge Ram 1500
4 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about December 1,
5 2016, at Rairdon’s Chrysler Dodge Jeep Ram, an authorized FCA dealer in Kirkland, Washington.
6 Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an
7 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
8 website, on which the Subject Vehicles were represented as environmentally friendly, having low
9 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
10 Subject Vehicles. When Plaintiff went to Rairdon’s Chrysler Dodge Jeep Ram to purchase the
11 Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including
12 its fuel economy and performance. These representations, along with the advertised fuel economy,
13 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
14 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
15 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
16 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
17 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
18 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
19 comply with emission standards; that its emission treatment system was designed to de-activate
20 during real-world driving conditions; and that it could not achieve the advertised towing power,
21 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
22 concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have
23 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the

1 unauthorized emission control devices.

2 793. Plaintiff, Mario Toliver (for the purpose of this paragraph, “Plaintiff”), a citizen of
3 the State of Wisconsin residing in the City of Appleton, bought a 2015 Dodge Ram 1500
4 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about January 2, 2018,
5 at Mega Motor Works, an authorized FCA dealer in Appleton, Wisconsin. Plaintiff decided to buy
6 the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e.,
7 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
8 Subject Vehicles were represented as environmentally friendly, having low emissions and good
9 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
10 When Plaintiff went to Mega Motor Works to purchase the Subject Vehicle, the sales associate
11 touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance.
12 These representations, along with the advertised fuel economy, were among the primary reasons
13 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
14 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
15 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
16 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
17 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
18 would have paid less for it, had he/she known that it did not comply with emission standards; that
19 its emission treatment system was designed to de-activate during real-world driving conditions;
20 and that it could not achieve the advertised towing power, performance, and/or fuel economy
21 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
22 result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would
23 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

1 794. Plaintiff, Robin Clark (for the purpose of this paragraph, “Plaintiff”), a citizen of
2 the State of Arizona residing in the City of Phoenix, bought a 2016 Dodge Ram 1500 EcoDiesel®
3 (for the purpose of this paragraph, the “Subject Vehicle”) on or about June 1, 2016, at Larry H.
4 Miller Dodge Peoria, an authorized FCA dealer in Peoria, Arizona. Plaintiff decided to buy the
5 Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e.,
6 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
7 Subject Vehicles were represented as environmentally friendly, having low emissions and good
8 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
9 When Plaintiff went to Larry H. Miller Dodge Peoria to purchase the Subject Vehicle, the sales
10 associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and
11 performance. These representations, along with the advertised fuel economy, were among the
12 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
13 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
14 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
15 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
16 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
17 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
18 standards; that its emission treatment system was designed to de-activate during real-world driving
19 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
20 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
21 proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle,
22 or would have paid less for it, had Defendants not concealed the unauthorized emission control
23 devices.

1 795. Plaintiff, Kris Kemper (for the purpose of this paragraph, “Plaintiff”), a citizen of
2 the State of Oklahoma residing in the City of Broken Arrow, bought a 2014 Dodge Ram 1500
3 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about June 1, 2017,
4 at Chris Nikel Chrysler Jeep Dodge Ram, an authorized FCA dealer in Broken Arrow, Oklahoma.
5 Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an
6 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
7 website, on which the Subject Vehicles were represented as environmentally friendly, having low
8 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
9 Subject Vehicles. When Plaintiff went to Chris Nikel Chrysler Jeep Dodge Ram to purchase the
10 Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including
11 its fuel economy and performance. These representations, along with the advertised fuel economy,
12 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
13 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
14 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
15 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
16 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
17 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
18 comply with emission standards; that its emission treatment system was designed to de-activate
19 during real-world driving conditions; and that it could not achieve the advertised towing power,
20 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
21 concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have
22 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
23 unauthorized emission control devices.

1 796. Plaintiff, Michael Whittenmore d/b/a Restoration Services Group, Inc. (for the
2 purpose of this paragraph, “Plaintiff”), a citizen of the State of Colorado residing in the City of
3 Cascade, bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the
4 “Subject Vehicle”) on or about September 1, 2014, at Colorado Springs Dodge, an authorized FCA
5 dealer in Colorado Springs, Colorado. Plaintiff decided to buy the Subject Vehicle based in part
6 on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel
7 efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were
8 represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff
9 also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to
10 Colorado Springs Dodge to purchase the Subject Vehicle, the sales associate touted the Subject
11 Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These
12 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
13 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
14 could perform as advertised only by emitting NOx at levels that are greater than advertised and
15 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
16 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
17 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
18 would have paid less for it, had he/she known that it did not comply with emission standards; that
19 its emission treatment system was designed to de-activate during real-world driving conditions;
20 and that it could not achieve the advertised towing power, performance, and/or fuel economy
21 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
22 result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would
23 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

1 797. Plaintiff, Jared & Crystal Falk (for the purpose of this paragraph, “Plaintiff”), a
2 citizen of the State of Kansas residing in the City of Alma, bought a 2014 Dodge Ram 1500
3 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about June 6, 2018,
4 at Dillons Auto, an authorized FCA dealer in Lincoln, Nebraska. Plaintiff decided to buy the
5 Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e.,
6 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
7 Subject Vehicles were represented as environmentally friendly, having low emissions and good
8 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
9 When Plaintiff went to Dillons Auto to purchase the Subject Vehicle, the sales associate touted the
10 Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These
11 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
12 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
13 could perform as advertised only by emitting NOx at levels that are greater than advertised and
14 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
15 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
16 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
17 would have paid less for it, had he/she known that it did not comply with emission standards; that
18 its emission treatment system was designed to de-activate during real-world driving conditions;
19 and that it could not achieve the advertised towing power, performance, and/or fuel economy
20 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
21 result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would
22 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

23 798. Plaintiff, Andriy Kharchenko (for the purpose of this paragraph, “Plaintiff”), a

1 citizen of the State of New York residing in the City of Hauppauge, bought a 2015 Dodge Ram
2 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about October
3 27, 2015, at Dave Smith Motors, an authorized FCA dealer in Kellogg, Idaho. Plaintiff decided to
4 buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle
5 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
6 Subject Vehicles were represented as environmentally friendly, having low emissions and good
7 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
8 When Plaintiff went to Dave Smith Motrs to purchase the Subject Vehicle, the sales associate
9 touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance.
10 These representations, along with the advertised fuel economy, were among the primary reasons
11 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
12 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
13 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
14 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
15 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
16 would have paid less for it, had he/she known that it did not comply with emission standards; that
17 its emission treatment system was designed to de-activate during real-world driving conditions;
18 and that it could not achieve the advertised towing power, performance, and/or fuel economy
19 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
20 result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would
21 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

22 799. Plaintiff, Donald & Kimberly Schmit (for the purpose of this paragraph,
23 “Plaintiff”), a citizen of the State of Ohio residing in the City of Curtice, bought a 2014 Dodge

1 Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about
2 October 1, 2014, at Rouen Chrysler Dodge Jeep Ram, an authorized FCA dealer in Woodville,
3 Ohio. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it
4 was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting
5 the Ram website, on which the Subject Vehicles were represented as environmentally friendly,
6 having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials
7 about the Subject Vehicles. When Plaintiff went to Rouen Chrysler Dodge Jeep Ram to purchase
8 the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes,
9 including its fuel economy and performance. These representations, along with the advertised fuel
10 economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of
11 purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by
12 emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff
13 aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission
14 control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff
15 would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known
16 that it did not comply with emission standards; that its emission treatment system was designed to
17 de-activate during real-world driving conditions; and that it could not achieve the advertised
18 towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has
19 suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would
20 not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not
21 concealed the unauthorized emission control devices.

22 800. Plaintiff, Keith Young (for the purpose of this paragraph, “Plaintiff”), a citizen of
23 the State of Montana residing in the City of Fort Benton, bought a 2016 Dodge Ram 1500

1 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about June 20, 2016,
2 at Yellowstone Country Motors, an authorized FCA dealer in Livingston, Montana. Plaintiff
3 decided to buy the Subject Vehicle based in part on FCA’s representations that it was an
4 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
5 website, on which the Subject Vehicles were represented as environmentally friendly, having low
6 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
7 Subject Vehicles. When Plaintiff went to Yellowstone Country Motors to purchase the Subject
8 Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel
9 economy and performance. These representations, along with the advertised fuel economy, were
10 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
11 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
12 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
13 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
14 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
15 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
16 emission standards; that its emission treatment system was designed to de-activate during real-
17 world driving conditions; and that it could not achieve the advertised towing power, performance,
18 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
19 direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject
20 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
21 control devices.

22 801. Plaintiff, Bernice & Pete Greene (for the purpose of this paragraph, “Plaintiff”), a
23 citizen of the State of Pennsylvania residing in the City of Dixonville, bought a 2015 Dodge Ram

1 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about October
2 1, 2015, at Tri Star Motors, an authorized FCA dealer in Indiana, Pennsylvania. Plaintiff decided
3 to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel”
4 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on
5 which the Subject Vehicles were represented as environmentally friendly, having low emissions
6 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
7 Vehicles. When Plaintiff went to Tri Star Motors to purchase the Subject Vehicle, the sales
8 associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and
9 performance. These representations, along with the advertised fuel economy, were among the
10 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
11 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
12 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
13 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
14 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
15 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
16 standards; that its emission treatment system was designed to de-activate during real-world driving
17 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
18 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
19 proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle,
20 or would have paid less for it, had Defendants not concealed the unauthorized emission control
21 devices.

22 802. Plaintiff, Ernest Montley (for the purpose of this paragraph, “Plaintiff”), a citizen
23 of the State of Maryland residing in the City of Pasadena, bought a 2015 Dodge Ram 1500

1 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about November 1,
2 2015, at Musselman’s Dodge, an authorized FCA dealer in Catonsville, Maryland. Plaintiff
3 decided to buy the Subject Vehicle based in part on FCA’s representations that it was an
4 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
5 website, on which the Subject Vehicles were represented as environmentally friendly, having low
6 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
7 Subject Vehicles. When Plaintiff went to Musselman’s Dodge to purchase the Subject Vehicle,
8 the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy
9 and performance. These representations, along with the advertised fuel economy, were among the
10 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
11 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
12 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
13 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
14 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
15 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
16 standards; that its emission treatment system was designed to de-activate during real-world driving
17 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
18 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
19 proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle,
20 or would have paid less for it, had Defendants not concealed the unauthorized emission control
21 devices.

22 803. Plaintiff, Ryan King (for the purpose of this paragraph, “Plaintiff”), a citizen of the
23 State of Rhode Island residing in the City of Tiverton, leased a 2015 Dodge Ram 1500 EcoDiesel®

(for the purpose of this paragraph, the “Subject Vehicle”) on or about April 22, 2018, at Colonial South Chrysler Dodge Jeep Ram, an authorized FCA dealer in Dartmouth, Massachusetts. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Colonial South Chrysler Dodge Jeep Ram to lease the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of lease, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have leased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have leased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

804. Plaintiff, Jeffrey Sanders (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Washington residing in the City of Spanaway, bought a 2014 Dodge Ram 1500

1 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about August 20,
2 2017, at Rainier Dodge, an authorized FCA dealer in Olympia, Washington. Plaintiff decided to
3 buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle
4 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
5 Subject Vehicles were represented as environmentally friendly, having low emissions and good
6 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
7 When Plaintiff went to Rainier Dodge to purchase the Subject Vehicle, the sales associate touted
8 the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These
9 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
10 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
11 could perform as advertised only by emitting NOx at levels that are greater than advertised and
12 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
13 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
14 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
15 would have paid less for it, had he/she known that it did not comply with emission standards; that
16 its emission treatment system was designed to de-activate during real-world driving conditions;
17 and that it could not achieve the advertised towing power, performance, and/or fuel economy
18 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
19 result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would
20 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

21 805. Plaintiff, David Gabriel & Juanita Navarro Flores (for the purpose of this
22 paragraph, “Plaintiff”), a citizen of the State of Indiana residing in the City of Ligonier, bought a
23 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on

1 or about August 12, 2014, at Glenbrook Dodge Fort Wayne, an authorized FCA dealer in Fort
2 Wayne, Indiana. Plaintiff decided to buy the Subject Vehicle based in part on FCA's
3 representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient).
4 Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as
5 environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls
6 seeing television commercials about the Subject Vehicles. When Plaintiff went to Glenbrook
7 Dodge Fort Wayne to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's
8 EcoDiesel® attributes, including its fuel economy and performance. These representations, along
9 with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject
10 Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as
11 advertised only by emitting NOx at levels that are greater than advertised and above legal limits.
12 Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and
13 unauthorized emission control devices designed to cheat emission tests and to deceive consumers
14 and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less
15 for it, had he/she known that it did not comply with emission standards; that its emission treatment
16 system was designed to de-activate during real-world driving conditions; and that it could not
17 achieve the advertised towing power, performance, and/or fuel economy without cheating
18 emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of
19 Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid
20 less for it, had Defendants not concealed the unauthorized emission control devices.

21 806. Plaintiff, Joseph McGee (for the purpose of this paragraph, "Plaintiff"), a citizen
22 of the State of Tennessee residing in the City of Loretto, bought a 2015 Dodge Ram 1500
23 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about November 25,

1 2015, at Sharp Motor Company, an authorized FCA dealer in Pulaski, Tennessee. Plaintiff decided
2 to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel"
3 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on
4 which the Subject Vehicles were represented as environmentally friendly, having low emissions
5 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
6 Vehicles. When Plaintiff went to Sharp Motor Company to purchase the Subject Vehicle, the sales
7 associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
8 performance. These representations, along with the advertised fuel economy, were among the
9 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
10 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
11 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
12 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
13 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
14 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
15 standards; that its emission treatment system was designed to de-activate during real-world driving
16 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
17 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
18 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
19 or would have paid less for it, had Defendants not concealed the unauthorized emission control
20 devices.

21 807. Plaintiff, Jason A. Puckett (for the purpose of this paragraph, "Plaintiff"), a citizen
22 of the State of New York residing in the City of Walden, bought a 2015 Dodge Ram 1500
23 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about September 1,

1 2015, at Young's Motors, an authorized FCA dealer in Milton, New York. Plaintiff decided to buy
2 the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
3 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
4 Subject Vehicles were represented as environmentally friendly, having low emissions and good
5 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
6 When Plaintiff went to Young's Motors to purchase the Subject Vehicle, the sales associate touted
7 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
8 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
9 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
10 could perform as advertised only by emitting NOx at levels that are greater than advertised and
11 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
12 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
13 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
14 would have paid less for it, had he/she known that it did not comply with emission standards; that
15 its emission treatment system was designed to de-activate during real-world driving conditions;
16 and that it could not achieve the advertised towing power, performance, and/or fuel economy
17 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
18 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
19 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

20 808. Plaintiff, Richard & Nancy Payne (for the purpose of this paragraph, "Plaintiff"),
21 a citizen of the State of Florida residing in the City of Clermont, bought a Clermont EcoDiesel®
22 (for the purpose of this paragraph, the "Subject Vehicle") on or about September 3, 2015, at
23 Capleton Clermont Chrysler Jeep Dodge, an authorized FCA dealer in Clermont, Florida. Plaintiff

1 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
2 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
3 website, on which the Subject Vehicles were represented as environmentally friendly, having low
4 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
5 Subject Vehicles. When Plaintiff went to Capleton Clermont Chrysler Jeep Dodge to purchase the
6 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
7 its fuel economy and performance. These representations, along with the advertised fuel economy,
8 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
9 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
10 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
11 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
12 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
13 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
14 comply with emission standards; that its emission treatment system was designed to de-activate
15 during real-world driving conditions; and that it could not achieve the advertised towing power,
16 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
17 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
18 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
19 unauthorized emission control devices.

20 809. Plaintiff, Kristofferson & Lacey Blain (for the purpose of this paragraph,
21 "Plaintiff"), a citizen of the State of Oklahoma residing in the City of Choctaw, bought a 2016
22 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or
23 about May 1, 2017, at Jim Norton Toyota, an authorized FCA dealer in Oklahoma City, Oklahoma.

1 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
2 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
3 website, on which the Subject Vehicles were represented as environmentally friendly, having low
4 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
5 Subject Vehicles. When Plaintiff went to Jim Norton Toyota to purchase the Subject Vehicle, the
6 sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
7 performance. These representations, along with the advertised fuel economy, were among the
8 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
9 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
10 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
11 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
12 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
13 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
14 standards; that its emission treatment system was designed to de-activate during real-world driving
15 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
16 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
17 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
18 or would have paid less for it, had Defendants not concealed the unauthorized emission control
19 devices.

20 810. Plaintiff, Kimberly Oglesby (for the purpose of this paragraph, "Plaintiff"), a
21 citizen of the State of Florida residing in the City of Fort Walton Beach, bought a 2016 Dodge
22 Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about July
23 1, 2018, at Hill Kelly Dodge, an authorized FCA dealer in Pensacola, Florida. Plaintiff decided to

1 buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle
2 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
3 Subject Vehicles were represented as environmentally friendly, having low emissions and good
4 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
5 When Plaintiff went to Hill Kelly Dodge to purchase the Subject Vehicle, the sales associate touted
6 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
7 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
8 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
9 could perform as advertised only by emitting NOx at levels that are greater than advertised and
10 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
11 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
12 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
13 would have paid less for it, had he/she known that it did not comply with emission standards; that
14 its emission treatment system was designed to de-activate during real-world driving conditions;
15 and that it could not achieve the advertised towing power, performance, and/or fuel economy
16 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
17 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
18 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

19 811. Plaintiff, Rayder Bennett (for the purpose of this paragraph, "Plaintiff"), a citizen
20 of the State of Missouri residing in the City of Sunrise Beach, bought a 2016 Dodge Ram 1500
21 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about March 15, 2015,
22 at Sakelaris Chrysler Dodge Jeep Ram, an authorized FCA dealer in Camdenton, Missouri.
23 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an

1 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
2 website, on which the Subject Vehicles were represented as environmentally friendly, having low
3 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
4 Subject Vehicles. When Plaintiff went to Sakelaris Chrysler Dodge Jeep Ram to purchase the
5 Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including
6 its fuel economy and performance. These representations, along with the advertised fuel economy,
7 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
8 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
9 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
10 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
11 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
12 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
13 comply with emission standards; that its emission treatment system was designed to de-activate
14 during real-world driving conditions; and that it could not achieve the advertised towing power,
15 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
16 concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have
17 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
18 unauthorized emission control devices.

19 812. Plaintiff, Stephen R. Schmidt (for the purpose of this paragraph, “Plaintiff”), a
20 citizen of the State of Wisconsin residing in the City of Big Bend, bought a 2014 Dodge Ram 1500
21 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about December 22,
22 2017, at Wilde Chrysler Jeep Dodge Ram, an authorized FCA dealer in Waukesha, Wisconsin.
23 Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an

1 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
2 website, on which the Subject Vehicles were represented as environmentally friendly, having low
3 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
4 Subject Vehicles. When Plaintiff went to Wilde Chrysler Jeep Dodge Ram to purchase the Subject
5 Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel
6 economy and performance. These representations, along with the advertised fuel economy, were
7 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
8 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
9 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
10 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
11 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
12 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
13 emission standards; that its emission treatment system was designed to de-activate during real-
14 world driving conditions; and that it could not achieve the advertised towing power, performance,
15 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
16 direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject
17 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
18 control devices.

19 813. Plaintiff, Ralph Landi (for the purpose of this paragraph, “Plaintiff”), a citizen of
20 the State of New York residing in the City of New York City, bought a 2014 Jeep Grand Cherokee
21 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about January 1, 2018,
22 at Mercedes Benz of Denver, an authorized FCA dealer in Denver, Colorado. Plaintiff decided to
23 buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle

(i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Mercedes Benz of Denver to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

814. Plaintiff, Andrew Vanderklok (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Washington residing in the City of Snohomish, leased a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 28, 2016, at Harold Ziegler Dodge Ram, an authorized FCA dealer in Kalamazoo, Michigan. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an

1 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
2 website, on which the Subject Vehicles were represented as environmentally friendly, having low
3 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
4 Subject Vehicles. When Plaintiff went to Harold Ziegler Dodge Ram to lease the Subject Vehicle,
5 the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy
6 and performance. These representations, along with the advertised fuel economy, were among the
7 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
8 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
9 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
10 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
11 tests and to deceive consumers and regulators. Plaintiff would not have leased the Subject Vehicle,
12 or would have paid less for it, had he/she known that it did not comply with emission standards;
13 that its emission treatment system was designed to de-activate during real-world driving
14 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
15 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
16 proximate result of Defendants’ misconduct, and would not have leased the Subject Vehicle, or
17 would have paid less for it, had Defendants not concealed the unauthorized emission control
18 devices.

19 815. Plaintiff, Gregory Clendenin (for the purpose of this paragraph, “Plaintiff”), a
20 citizen of the State of West Virginia residing in the City of Ashford, bought a 2014 Dodge Ram
21 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about April 9,
22 2018, at Falls City Motor Inc., an authorized FCA dealer in Cuyahoga Falls, Ohio. Plaintiff decided
23 to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel”

1 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on
2 which the Subject Vehicles were represented as environmentally friendly, having low emissions
3 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
4 Vehicles. When Plaintiff went to Falls City Motor Inc. to purchase the Subject Vehicle, the sales
5 associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
6 performance. These representations, along with the advertised fuel economy, were among the
7 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
8 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
9 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
10 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
11 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
12 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
13 standards; that its emission treatment system was designed to de-activate during real-world driving
14 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
15 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
16 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
17 or would have paid less for it, had Defendants not concealed the unauthorized emission control
18 devices.

19 816. Plaintiff, Preston & Paula Nott (for the purpose of this paragraph, "Plaintiff"), a
20 citizen of the State of Arizona residing in the City of Lake Havasu, bought a 2015 Dodge Ram
21 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about July 29,
22 2017, at Anderson Chrysler Jeep Dodge, an authorized FCA dealer in Lake Havasu, Arizona.
23 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an

1 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
2 website, on which the Subject Vehicles were represented as environmentally friendly, having low
3 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
4 Subject Vehicles. When Plaintiff went to Anderson Chrysler Jeep Dodge to purchase the Subject
5 Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel
6 economy and performance. These representations, along with the advertised fuel economy, were
7 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
8 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
9 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
10 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
11 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
12 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
13 emission standards; that its emission treatment system was designed to de-activate during real-
14 world driving conditions; and that it could not achieve the advertised towing power, performance,
15 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
16 direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject
17 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
18 control devices.

19 817. Plaintiff, Mark Hathaway (for the purpose of this paragraph, “Plaintiff”), a citizen
20 of the State of Montana residing in the City of Deer Lodge, bought a 2014 Dodge Ram 1500
21 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about October 1, 2016,
22 at an authorized FCA dealer in Idaho. Plaintiff decided to buy the Subject Vehicle based in part on
23 FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel

1 efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were
2 represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff
3 also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to
4 Idaho to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel®
5 attributes, including its fuel economy and performance. These representations, along with the
6 advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At
7 the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised
8 only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was
9 Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized
10 emission control devices designed to cheat emission tests and to deceive consumers and regulators.
11 Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she
12 known that it did not comply with emission standards; that its emission treatment system was
13 designed to de-activate during real-world driving conditions; and that it could not achieve the
14 advertised towing power, performance, and/or fuel economy without cheating emission tests.
15 Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct,
16 and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants
17 not concealed the unauthorized emission control devices.

18 818. Plaintiff, Elma Lozana (for the purpose of this paragraph, "Plaintiff"), a citizen of
19 the State of New York residing in the City of Hempstead, bought a 2014 Dodge Ram 1500
20 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about January 1, 2014,
21 at Hudson Chrysler Jeep Dodge Ram, an authorized FCA dealer in Jersey City, New Jersey.
22 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
23 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram

1 website, on which the Subject Vehicles were represented as environmentally friendly, having low
2 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
3 Subject Vehicles. When Plaintiff went to Hudson Chrysler Jeep Dodge Ram to purchase the
4 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
5 its fuel economy and performance. These representations, along with the advertised fuel economy,
6 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
7 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
8 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
9 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
10 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
11 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
12 comply with emission standards; that its emission treatment system was designed to de-activate
13 during real-world driving conditions; and that it could not achieve the advertised towing power,
14 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
15 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
16 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
17 unauthorized emission control devices.

18 819. Plaintiff, Frank M. Collier (for the purpose of this paragraph, "Plaintiff"), a citizen
19 of the State of Missouri residing in the City of Lees Summit, bought a 2015 Dodge Ram 1500
20 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about January 7, 2016,
21 at Landmark Dodge, an authorized FCA dealer in Belton, Missouri. Plaintiff decided to buy the
22 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
23 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the

1 Subject Vehicles were represented as environmentally friendly, having low emissions and good
2 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
3 When Plaintiff went to Landmark Dodge to purchase the Subject Vehicle, the sales associate touted
4 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
5 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
6 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
7 could perform as advertised only by emitting NOx at levels that are greater than advertised and
8 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
9 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
10 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
11 would have paid less for it, had he/she known that it did not comply with emission standards; that
12 its emission treatment system was designed to de-activate during real-world driving conditions;
13 and that it could not achieve the advertised towing power, performance, and/or fuel economy
14 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
15 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
16 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

17 820. Plaintiff, Justin Goldsmith (for the purpose of this paragraph, "Plaintiff"), a citizen
18 of the State of West Virginia residing in the City of Weston, bought a 2016 Dodge Ram 1500
19 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about August 20,
20 2018, at H&M Motor Company, an authorized FCA dealer in Weston, West Virginia. Plaintiff
21 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
22 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
23 website, on which the Subject Vehicles were represented as environmentally friendly, having low

1 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
2 Subject Vehicles. When Plaintiff went to H&M Motor Company to purchase the Subject Vehicle,
3 the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy
4 and performance. These representations, along with the advertised fuel economy, were among the
5 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
6 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
7 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
8 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
9 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
10 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
11 standards; that its emission treatment system was designed to de-activate during real-world driving
12 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
13 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
14 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
15 or would have paid less for it, had Defendants not concealed the unauthorized emission control
16 devices.

17 821. Plaintiff, Jeri Parson d/b/a Parma Properties (for the purpose of this paragraph,
18 "Plaintiff"), a citizen of the State of West Virginia residing in the City of Charleston, bought a
19 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on
20 or about April 1, 2015, at Walker Chrysler Dodge Jeep Ram, an authorized FCA dealer in
21 Hurricane, West Virginia. Plaintiff decided to buy the Subject Vehicle based in part on FCA's
22 representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient).
23 Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as

1 environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls
2 seeing television commercials about the Subject Vehicles. When Plaintiff went to Walker Chrysler
3 Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's
4 EcoDiesel® attributes, including its fuel economy and performance. These representations, along
5 with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject
6 Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as
7 advertised only by emitting NOx at levels that are greater than advertised and above legal limits.
8 Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and
9 unauthorized emission control devices designed to cheat emission tests and to deceive consumers
10 and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less
11 for it, had he/she known that it did not comply with emission standards; that its emission treatment
12 system was designed to de-activate during real-world driving conditions; and that it could not
13 achieve the advertised towing power, performance, and/or fuel economy without cheating
14 emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of
15 Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid
16 less for it, had Defendants not concealed the unauthorized emission control devices.

17 822. Plaintiff, Dwayne Boggs (for the purpose of this paragraph, "Plaintiff"), a citizen
18 of the State of Oklahoma residing in the City of Antlers, bought a 2014 Dodge Ram 1500
19 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about February 1,
20 2018, at Jay Hodge Dodge, an authorized FCA dealer in Hugo, Oklahoma. Plaintiff decided to buy
21 the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
22 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
23 Subject Vehicles were represented as environmentally friendly, having low emissions and good

1 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
2 When Plaintiff went to Jay Hodge Dodge to purchase the Subject Vehicle, the sales associate
3 touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance.
4 These representations, along with the advertised fuel economy, were among the primary reasons
5 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
6 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
7 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
8 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
9 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
10 would have paid less for it, had he/she known that it did not comply with emission standards; that
11 its emission treatment system was designed to de-activate during real-world driving conditions;
12 and that it could not achieve the advertised towing power, performance, and/or fuel economy
13 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
14 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
15 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

16 823. Plaintiff, Loren L. Nye (for the purpose of this paragraph, "Plaintiff"), a citizen of
17 the State of Pennsylvania residing in the City of Mount Pocono, bought a 2015 Dodge Ram 1500
18 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about July 1, 2017, at
19 Ed Shults Of Warren, Inc., an authorized FCA dealer in Warren, Pennsylvania. Plaintiff decided
20 to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel"
21 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on
22 which the Subject Vehicles were represented as environmentally friendly, having low emissions
23 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject

1 Vehicles. When Plaintiff went to Ed Shults of Warren, Inc. to purchase the Subject Vehicle, the
2 sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
3 performance. These representations, along with the advertised fuel economy, were among the
4 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
5 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
6 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
7 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
8 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
9 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
10 standards; that its emission treatment system was designed to de-activate during real-world driving
11 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
12 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
13 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
14 or would have paid less for it, had Defendants not concealed the unauthorized emission control
15 devices.

16 824. Plaintiff, Derek Iler (for the purpose of this paragraph, "Plaintiff"), a citizen of the
17 State of Virginia residing in the City of Chesapeake, bought a 2015 Dodge Ram 1500 EcoDiesel®
18 (for the purpose of this paragraph, the "Subject Vehicle") on or about December 29, 2017, at
19 Carmax, an authorized FCA dealer in Virginia Beach, Virginia. Plaintiff decided to buy the Subject
20 Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced
21 emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject
22 Vehicles were represented as environmentally friendly, having low emissions and good fuel
23 economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When

1 Plaintiff went to Carmax to purchase the Subject Vehicle, the sales associate touted the Subject
2 Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
3 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
4 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
5 could perform as advertised only by emitting NOx at levels that are greater than advertised and
6 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
7 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
8 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
9 would have paid less for it, had he/she known that it did not comply with emission standards; that
10 its emission treatment system was designed to de-activate during real-world driving conditions;
11 and that it could not achieve the advertised towing power, performance, and/or fuel economy
12 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
13 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
14 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

15 825. Plaintiff, Lev Cooper (for the purpose of this paragraph, "Plaintiff"), a citizen of
16 the State of Nevada residing in the City of Williston, bought a 2014 Dodge Ram 1500 EcoDiesel®
17 (for the purpose of this paragraph, the "Subject Vehicle") on or about November 25, 2017 in
18 Nevada. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that
19 it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting
20 the Ram website, on which the Subject Vehicles were represented as environmentally friendly,
21 having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials
22 about the Subject Vehicles. When Plaintiff went to Nevada to purchase the Subject Vehicle, the
23 private owner touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and

1 performance. These representations, along with the advertised fuel economy, were among the
2 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
3 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
4 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
5 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
6 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
7 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
8 standards; that its emission treatment system was designed to de-activate during real-world driving
9 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
10 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
11 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
12 or would have paid less for it, had Defendants not concealed the unauthorized emission control
13 devices.

14 826. Plaintiff, Charles W. Menninger, III (vehicle 1) (for the purpose of this paragraph,
15 "Plaintiff"), a citizen of the State of Virginia residing in the City of Front Royal, bought a 2014
16 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or
17 about July 1, 2014, at Marlow Motors, an authorized FCA dealer in Front Royal, Virginia. Plaintiff
18 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
19 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
20 website, on which the Subject Vehicles were represented as environmentally friendly, having low
21 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
22 Subject Vehicles. When Plaintiff went to Marlow Motors to purchase the Subject Vehicle, the
23 sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and

1 performance. These representations, along with the advertised fuel economy, were among the
2 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
3 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
4 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
5 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
6 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
7 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
8 standards; that its emission treatment system was designed to de-activate during real-world driving
9 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
10 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
11 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
12 or would have paid less for it, had Defendants not concealed the unauthorized emission control
13 devices.

14 827. Plaintiff, Charles W. Menninger, III (vehicle 2) (for the purpose of this paragraph,
15 "Plaintiff"), a citizen of the State of Virginia residing in the City of Front Royal, bought a 2014
16 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or
17 about July 1, 2014, at Marlow Motors, an authorized FCA dealer in Front Royal, Virginia. Plaintiff
18 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
19 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
20 website, on which the Subject Vehicles were represented as environmentally friendly, having low
21 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
22 Subject Vehicles. When Plaintiff went to Marlow Motors to purchase the Subject Vehicle, the
23 sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and

1 performance. These representations, along with the advertised fuel economy, were among the
2 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
3 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
4 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
5 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
6 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
7 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
8 standards; that its emission treatment system was designed to de-activate during real-world driving
9 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
10 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
11 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
12 or would have paid less for it, had Defendants not concealed the unauthorized emission control
13 devices.

14 828. Plaintiff, Joshua Herrera (for the purpose of this paragraph, "Plaintiff"), a citizen
15 of the State of North Dakota residing in the City of Williston, bought a 2016 Dodge Ram 1500
16 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about October 11,
17 2016, at Auto Nation Dodge Ram Arapahoe, an authorized FCA dealer in Centennial, Colorado.
18 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
19 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
20 website, on which the Subject Vehicles were represented as environmentally friendly, having low
21 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
22 Subject Vehicles. When Plaintiff went to Auto Nation Dodge Ram Arapahoe to purchase the
23 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including

1 its fuel economy and performance. These representations, along with the advertised fuel economy,
2 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
3 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
4 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
5 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
6 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
7 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
8 comply with emission standards; that its emission treatment system was designed to de-activate
9 during real-world driving conditions; and that it could not achieve the advertised towing power,
10 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
11 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
12 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
13 unauthorized emission control devices.

14 829. Plaintiff, Joseph Barksdale (for the purpose of this paragraph, "Plaintiff"), a citizen
15 of the State of Ohio residing in the City of Defiance, bought a 2016 Dodge Ram 1500 EcoDiesel®
16 (for the purpose of this paragraph, the "Subject Vehicle") on or about March 1, 2018, at Henkel
17 Chrysler Jeep Battle Creek, an authorized FCA dealer in Springfield, Michigan. Plaintiff decided
18 to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel"
19 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on
20 which the Subject Vehicles were represented as environmentally friendly, having low emissions
21 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
22 Vehicles. When Plaintiff went to Henkel Chrysler Jeep Battle Creek to purchase the Subject
23 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel

1 economy and performance. These representations, along with the advertised fuel economy, were
2 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
3 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
4 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
5 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
6 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
7 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
8 emission standards; that its emission treatment system was designed to de-activate during real-
9 world driving conditions; and that it could not achieve the advertised towing power, performance,
10 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
11 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
12 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
13 control devices.

14 830. Plaintiff, David L. Patton (for the purpose of this paragraph, "Plaintiff"), a citizen
15 of the State of Missouri residing in the City of Moberly, bought a 2015 Dodge Ram 1500
16 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about September 20,
17 2015, at Moberly Motors an authorized FCA dealer in Moberly, Missouri. Plaintiff decided to buy
18 the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
19 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
20 Subject Vehicles were represented as environmentally friendly, having low emissions and good
21 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
22 When Plaintiff went to Moberly Motors to purchase the Subject Vehicle, the sales associate touted
23 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These

1 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
2 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
3 could perform as advertised only by emitting NOx at levels that are greater than advertised and
4 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
5 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
6 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
7 would have paid less for it, had he/she known that it did not comply with emission standards; that
8 its emission treatment system was designed to de-activate during real-world driving conditions;
9 and that it could not achieve the advertised towing power, performance, and/or fuel economy
10 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
11 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
12 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

13 831. Plaintiff, Kenneth Edward Fogle, Jr. (for the purpose of this paragraph, "Plaintiff"),
14 a citizen of the State of North Carolina residing in the City of Clayton, bought a 2016 Jeep Grand
15 Cherokee EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about July
16 26, 2018, at Crown Chrysler Dodge Jeep, an authorized FCA dealer in Greensboro, North Carolina.
17 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
18 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep
19 website, on which the Subject Vehicles were represented as environmentally friendly, having low
20 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
21 Subject Vehicles. When Plaintiff went to Crown Chrysler Dodge Jeep to purchase the Subject
22 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
23 economy and performance. These representations, along with the advertised fuel economy, were

1 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
2 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
3 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
4 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
5 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
6 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
7 emission standards; that its emission treatment system was designed to de-activate during real-
8 world driving conditions; and that it could not achieve the advertised towing power, performance,
9 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
10 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
11 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
12 control devices.

13 832. Plaintiff, Kimberly S. Henson (for the purpose of this paragraph, "Plaintiff"), a
14 citizen of the State of South Carolina residing in the City of Duncan, bought a 2015 Jeep Grand
15 Cherokee EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about May
16 20, 2017, at Kevin Whitaker Chevrolet, an authorized FCA dealer in Greenville, South Carolina.
17 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
18 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep
19 website, on which the Subject Vehicles were represented as environmentally friendly, having low
20 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
21 Subject Vehicles. When Plaintiff went to Kevin Whitaker Chevrolet to purchase the Subject
22 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
23 economy and performance. These representations, along with the advertised fuel economy, were

1 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
2 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
3 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
4 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
5 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
6 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
7 emission standards; that its emission treatment system was designed to de-activate during real-
8 world driving conditions; and that it could not achieve the advertised towing power, performance,
9 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
10 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
11 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
12 control devices.

13 833. Plaintiff, Clinton & Sadie Etheridge (for the purpose of this paragraph, "Plaintiff"),
14 a citizen of the State of Georgia residing in the City of Elijay, bought a 2015 Dodge Ram 1500
15 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about July 28, 2018,
16 at Carmax, an authorized FCA dealer in Chattanooga, Tennessee. Plaintiff decided to buy the
17 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
18 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
19 Subject Vehicles were represented as environmentally friendly, having low emissions and good
20 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
21 When Plaintiff went to Carmax to purchase the Subject Vehicle, the sales associate touted the
22 Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
23 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff

1 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
2 could perform as advertised only by emitting NOx at levels that are greater than advertised and
3 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
4 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
5 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
6 would have paid less for it, had he/she known that it did not comply with emission standards; that
7 its emission treatment system was designed to de-activate during real-world driving conditions;
8 and that it could not achieve the advertised towing power, performance, and/or fuel economy
9 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
10 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
11 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

12 834. Plaintiff, Todd Vanderheyden (for the purpose of this paragraph, "Plaintiff"), a
13 citizen of the State of Wisconsin residing in the City of Green Bay, bought a 2014 Jeep Grand
14 Cherokee EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about
15 December 26, 2016, at Kolosso Chrysler Jeep Dodge Ram, an authorized FCA dealer in Appleton,
16 Wisconsin. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations
17 that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls
18 visiting the Jeep website, on which the Subject Vehicles were represented as environmentally
19 friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television
20 commercials about the Subject Vehicles. When Plaintiff went to Kolosso Chrysler Jeep Dodge
21 Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel®
22 attributes, including its fuel economy and performance. These representations, along with the
23 advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At

1 the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised
2 only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was
3 Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized
4 emission control devices designed to cheat emission tests and to deceive consumers and regulators.
5 Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she
6 known that it did not comply with emission standards; that its emission treatment system was
7 designed to de-activate during real-world driving conditions; and that it could not achieve the
8 advertised towing power, performance, and/or fuel economy without cheating emission tests.
9 Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct,
10 and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants
11 not concealed the unauthorized emission control devices.

12 835. Plaintiff, Rebecca M. Brace (for the purpose of this paragraph, "Plaintiff"), a
13 citizen of the State of Florida residing in the City of Dunnellon, bought a 2016 Jeep Grand
14 Cherokee EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about
15 December 12, 2016, at Phillips Chrysler, an authorized FCA dealer in Ocala, Florida. Plaintiff
16 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
17 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep
18 website, on which the Subject Vehicles were represented as environmentally friendly, having low
19 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
20 Subject Vehicles. When Plaintiff went to Phillips Chrysler to purchase the Subject Vehicle, the
21 sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
22 performance. These representations, along with the advertised fuel economy, were among the
23 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know

1 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
2 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
3 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
4 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
5 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
6 standards; that its emission treatment system was designed to de-activate during real-world driving
7 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
8 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
9 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
10 or would have paid less for it, had Defendants not concealed the unauthorized emission control
11 devices.

12 836. Plaintiff, Frank E., II & Dolly Rae Baker (for the purpose of this paragraph,
13 "Plaintiff"), a citizen of the State of Pennsylvania residing in the City of Greensburg, bought a
14 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on
15 or about June 29, 2015, at Laurel Valley Motors Inc., an authorized FCA dealer in Latrobe,
16 Pennsylvania. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations
17 that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls
18 visiting the Ram website, on which the Subject Vehicles were represented as environmentally
19 friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television
20 commercials about the Subject Vehicles. When Plaintiff went to Laurel Valley Motors Inc. to
21 purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel®
22 attributes, including its fuel economy and performance. These representations, along with the
23 advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At

1 the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised
2 only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was
3 Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized
4 emission control devices designed to cheat emission tests and to deceive consumers and regulators.
5 Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she
6 known that it did not comply with emission standards; that its emission treatment system was
7 designed to de-activate during real-world driving conditions; and that it could not achieve the
8 advertised towing power, performance, and/or fuel economy without cheating emission tests.
9 Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct,
10 and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants
11 not concealed the unauthorized emission control devices.

12 837. Plaintiff, Thomas A. Edwards (for the purpose of this paragraph, "Plaintiff"), a
13 citizen of the State of Arizona residing in the City of Bentonville, bought a 2014 Jeep Grand
14 Cherokee EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about April
15 28, 2018, at Roberts Auto Group, an authorized FCA dealer in Pryor, Oklahoma. Plaintiff decided
16 to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel"
17 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on
18 which the Subject Vehicles were represented as environmentally friendly, having low emissions
19 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
20 Vehicles. When Plaintiff went to Roberts Auto Group to purchase the Subject Vehicle, the sales
21 associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
22 performance. These representations, along with the advertised fuel economy, were among the
23 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know

1 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
2 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
3 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
4 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
5 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
6 standards; that its emission treatment system was designed to de-activate during real-world driving
7 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
8 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
9 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
10 or would have paid less for it, had Defendants not concealed the unauthorized emission control
11 devices.

12 838. Plaintiff, Justin Clendenin (for the purpose of this paragraph, "Plaintiff"), a citizen
13 of the State of West Virginia residing in the City of Ashford, bought a 2014 Dodge Ram 1500
14 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about January 1, 2014,
15 at Darcars of Washington DC, an authorized FCA dealer in Siler Spring, Maryland. Plaintiff
16 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
17 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
18 website, on which the Subject Vehicles were represented as environmentally friendly, having low
19 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
20 Subject Vehicles. When Plaintiff went to Darcars of Washington DC to purchase the Subject
21 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
22 economy and performance. These representations, along with the advertised fuel economy, were
23 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff

1 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
2 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
3 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
4 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
5 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
6 emission standards; that its emission treatment system was designed to de-activate during real-
7 world driving conditions; and that it could not achieve the advertised towing power, performance,
8 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
9 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
10 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
11 control devices.

12 839. Plaintiff, Percy F. Gonzales (for the purpose of this paragraph, "Plaintiff"), a
13 citizen of the State of Arizona residing in the City of Chandler, bought a 2014 Jeep Grand Cherokee
14 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about September 23,
15 2017, at Tempe Chrysler Jeep Dodge, an authorized FCA dealer in Tempe, Arizona. Plaintiff
16 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
17 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep
18 website, on which the Subject Vehicles were represented as environmentally friendly, having low
19 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
20 Subject Vehicles. When Plaintiff went to Tempe Chrysler Jeep Dodge to purchase the Subject
21 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
22 economy and performance. These representations, along with the advertised fuel economy, were
23 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff

1 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
2 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
3 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
4 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
5 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
6 emission standards; that its emission treatment system was designed to de-activate during real-
7 world driving conditions; and that it could not achieve the advertised towing power, performance,
8 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
9 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
10 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
11 control devices.

12 840. Plaintiff, Dustin R. Downing, Jr. (for the purpose of this paragraph, "Plaintiff"), a
13 citizen of the State of Pennsylvania residing in the City of Loganton, bought a 2015 Dodge Ram
14 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about August
15 26, 2015, at VanCapen Dodge Chrysler, an authorized FCA dealer in Williamsport, Pennsylvania.
16 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
17 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
18 website, on which the Subject Vehicles were represented as environmentally friendly, having low
19 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
20 Subject Vehicles. When Plaintiff went to VanCapen Dodge Chrysler to purchase the Subject
21 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
22 economy and performance. These representations, along with the advertised fuel economy, were
23 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff

1 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
2 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
3 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
4 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
5 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
6 emission standards; that its emission treatment system was designed to de-activate during real-
7 world driving conditions; and that it could not achieve the advertised towing power, performance,
8 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
9 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
10 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
11 control devices.

12 841. Plaintiff, James Repp (for the purpose of this paragraph, "Plaintiff"), a citizen of
13 the State of Iowa residing in the City of Adel, bought a 2015 Dodge Ram 1500 EcoDiesel® (for
14 the purpose of this paragraph, the "Subject Vehicle") on or about November 1, 2016, at Adel
15 Chrysler, an authorized FCA dealer in Adel, Iowa. Plaintiff decided to buy the Subject Vehicle
16 based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions
17 and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were
18 represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff
19 also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Adel
20 Chrysler to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's
21 EcoDiesel® attributes, including its fuel economy and performance. These representations, along
22 with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject
23 Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as

1 advertised only by emitting NOx at levels that are greater than advertised and above legal limits.
2 Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and
3 unauthorized emission control devices designed to cheat emission tests and to deceive consumers
4 and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less
5 for it, had he/she known that it did not comply with emission standards; that its emission treatment
6 system was designed to de-activate during real-world driving conditions; and that it could not
7 achieve the advertised towing power, performance, and/or fuel economy without cheating
8 emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of
9 Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid
10 less for it, had Defendants not concealed the unauthorized emission control devices.

11 842. Plaintiff, Michael Colligon (for the purpose of this paragraph, "Plaintiff"), a citizen
12 of the State of Virginia residing in the City of Richmond, bought a 2016 Dodge Ram 1500
13 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 1, 2016,
14 at Whitten Brothers, an authorized FCA dealer in Richmond, Virginia. Plaintiff decided to buy the
15 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
16 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
17 Subject Vehicles were represented as environmentally friendly, having low emissions and good
18 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
19 When Plaintiff went to Whitten Brothers to purchase the Subject Vehicle, the sales associate touted
20 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
21 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
22 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
23 could perform as advertised only by emitting NOx at levels that are greater than advertised and

1 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
2 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
3 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
4 would have paid less for it, had he/she known that it did not comply with emission standards; that
5 its emission treatment system was designed to de-activate during real-world driving conditions;
6 and that it could not achieve the advertised towing power, performance, and/or fuel economy
7 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
8 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
9 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

10 843. Plaintiff, Matthew Hoser (for the purpose of this paragraph, "Plaintiff"), a citizen
11 of the State of New Jersey residing in the City of Great Meadows, bought a 2015 Dodge Ram 1500
12 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about January 12,
13 2018, at Star Buick GMC, an authorized FCA dealer in Easton, Pennsylvania. Plaintiff decided to
14 buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle
15 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
16 Subject Vehicles were represented as environmentally friendly, having low emissions and good
17 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
18 When Plaintiff went to Star Buick GMC to purchase the Subject Vehicle, the sales associate touted
19 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
20 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
21 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
22 could perform as advertised only by emitting NOx at levels that are greater than advertised and
23 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with

1 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
2 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
3 would have paid less for it, had he/she known that it did not comply with emission standards; that
4 its emission treatment system was designed to de-activate during real-world driving conditions;
5 and that it could not achieve the advertised towing power, performance, and/or fuel economy
6 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
7 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
8 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

9 844. Plaintiff, Mason Lauer (for the purpose of this paragraph, "Plaintiff"), a citizen of
10 the State of Pennsylvania residing in the City of Jersey Shore, bought a 2015 Jeep Grand Cherokee
11 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 20, 2015,
12 at Zimmerman's Motors, an authorized FCA dealer in Sunbury, Pennsylvania. Plaintiff decided to
13 buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle
14 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the
15 Subject Vehicles were represented as environmentally friendly, having low emissions and good
16 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
17 When Plaintiff went to Zimmerman's Motors to purchase the Subject Vehicle, the sales associate
18 touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance.
19 These representations, along with the advertised fuel economy, were among the primary reasons
20 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
21 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
22 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
23 undisclosed and unauthorized emission control devices designed to cheat emission tests and to

1 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
2 would have paid less for it, had he/she known that it did not comply with emission standards; that
3 its emission treatment system was designed to de-activate during real-world driving conditions;
4 and that it could not achieve the advertised towing power, performance, and/or fuel economy
5 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
6 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
7 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

8 845. Plaintiff, James Martin (for the purpose of this paragraph, "Plaintiff"), a citizen of
9 the State of Nevada residing in the City of Gardnerville, bought a 2015 Dodge Ram 1500
10 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about November 1,
11 2015, at Carson Dodge , an authorized FCA dealer in Carson City, Nevada. Plaintiff decided to
12 buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle
13 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
14 Subject Vehicles were represented as environmentally friendly, having low emissions and good
15 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
16 When Plaintiff went to Carson Dodge to purchase the Subject Vehicle, the sales associate touted
17 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
18 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
19 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
20 could perform as advertised only by emitting NOx at levels that are greater than advertised and
21 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
22 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
23 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or

1 would have paid less for it, had he/she known that it did not comply with emission standards; that
2 its emission treatment system was designed to de-activate during real-world driving conditions;
3 and that it could not achieve the advertised towing power, performance, and/or fuel economy
4 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
5 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
6 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

7 846. Plaintiff, Almantas Stankevicius (for the purpose of this paragraph, "Plaintiff"), a
8 citizen of the State of Illinois residing in the City of Lemont, bought a 2015 Dodge Ram 1500
9 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about May 2, 2015,
10 at Harold Zeigler Of Downers Grove, an authorized FCA dealer in Downers Grove, Illinois.
11 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
12 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
13 website, on which the Subject Vehicles were represented as environmentally friendly, having low
14 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
15 Subject Vehicles. When Plaintiff went to Harold Zeigler Of Downers Grove to purchase the
16 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
17 its fuel economy and performance. These representations, along with the advertised fuel economy,
18 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
19 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
20 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
21 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
22 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
23 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not

1 comply with emission standards; that its emission treatment system was designed to de-activate
2 during real-world driving conditions; and that it could not achieve the advertised towing power,
3 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
4 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
5 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
6 unauthorized emission control devices.

7 847. Plaintiff, Michael W. Stinson (for the purpose of this paragraph, "Plaintiff"), a
8 citizen of the State of Wisconsin residing in the City of Milwaukee, bought a 2014 Dodge Ram
9 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 26,
10 2018, at Wilde Motors Inc, Wilde Chrysler Jeep Dodge Ram, an authorized FCA dealer in
11 Waukesha, Wisconsin. Plaintiff decided to buy the Subject Vehicle based in part on FCA's
12 representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient).
13 Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as
14 environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls
15 seeing television commercials about the Subject Vehicles. When Plaintiff went to Wilde Motors
16 Inc, Wilde Chrysler Jeep Dodge Ram to purchase the Subject Vehicle, the sales associate touted
17 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
18 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
19 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
20 could perform as advertised only by emitting NOx at levels that are greater than advertised and
21 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
22 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
23 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or

1 would have paid less for it, had he/she known that it did not comply with emission standards; that
2 its emission treatment system was designed to de-activate during real-world driving conditions;
3 and that it could not achieve the advertised towing power, performance, and/or fuel economy
4 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
5 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
6 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

7 848. Plaintiff, Robbie Kiss (for the purpose of this paragraph, "Plaintiff"), a citizen of
8 the State of North Carolina residing in the City of Candler, bought a 2016 Dodge Ram 1500
9 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about May 5, 2016,
10 at Skyland Dodge, an authorized FCA dealer in Ashville, North Carolina. Plaintiff decided to buy
11 the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
12 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
13 Subject Vehicles were represented as environmentally friendly, having low emissions and good
14 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
15 When Plaintiff went to Skyland Dodge to purchase the Subject Vehicle, the sales associate touted
16 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
17 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
18 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
19 could perform as advertised only by emitting NOx at levels that are greater than advertised and
20 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
21 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
22 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
23 would have paid less for it, had he/she known that it did not comply with emission standards; that

1 its emission treatment system was designed to de-activate during real-world driving conditions;
2 and that it could not achieve the advertised towing power, performance, and/or fuel economy
3 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
4 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
5 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

6 849. Plaintiff, Alicia Jean Hicken (for the purpose of this paragraph, "Plaintiff"), a
7 citizen of the State of Florida residing in the City of Jacksonville, bought a 2016 Dodge Ram 1500
8 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about April 18, 2018,
9 at Keffer Dodge Chrysler Jeep Inc n/k/a David Dodge Chrysler Jeep, an authorized FCA dealer in
10 Yulee, Florida. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations
11 that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls
12 visiting the Ram website, on which the Subject Vehicles were represented as environmentally
13 friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television
14 commercials about the Subject Vehicles. When Plaintiff went to Keffer Dodge Chrysler Jeep Inc
15 n/k/a David Dodge Chrysler Jeep to purchase the Subject Vehicle, the sales associate touted the
16 Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
17 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
18 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
19 could perform as advertised only by emitting NOx at levels that are greater than advertised and
20 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
21 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
22 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
23 would have paid less for it, had he/she known that it did not comply with emission standards; that

1 its emission treatment system was designed to de-activate during real-world driving conditions;
2 and that it could not achieve the advertised towing power, performance, and/or fuel economy
3 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
4 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
5 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

6 850. Plaintiff, Julie Staubach (for the purpose of this paragraph, "Plaintiff"), a citizen of
7 the State of New York residing in the City of Westerlo, bought a 2014 Dodge Ram 1500
8 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 30, 2014,
9 at Armory Garage, an authorized FCA dealer in Albany, New York. Plaintiff decided to buy the
10 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
11 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
12 Subject Vehicles were represented as environmentally friendly, having low emissions and good
13 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
14 When Plaintiff went to Armory Garage to purchase the Subject Vehicle, the sales associate touted
15 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
16 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
17 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
18 could perform as advertised only by emitting NOx at levels that are greater than advertised and
19 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
20 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
21 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
22 would have paid less for it, had he/she known that it did not comply with emission standards; that
23 its emission treatment system was designed to de-activate during real-world driving conditions;

1 and that it could not achieve the advertised towing power, performance, and/or fuel economy
2 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
3 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
4 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

5 851. Plaintiff, Susan & Ethan Burlingham (for the purpose of this paragraph,
6 "Plaintiff"), a citizen of the State of Nevada residing in the City of Elko, bought a 2014 Dodge
7 Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about
8 February 12, 2016, at Elko Moto, an authorized FCA dealer in Elko, Nevada. Plaintiff decided to
9 buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle
10 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
11 Subject Vehicles were represented as environmentally friendly, having low emissions and good
12 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
13 When Plaintiff went to Elko Moto to purchase the Subject Vehicle, the sales associate touted the
14 Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
15 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
16 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
17 could perform as advertised only by emitting NOx at levels that are greater than advertised and
18 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
19 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
20 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
21 would have paid less for it, had he/she known that it did not comply with emission standards; that
22 its emission treatment system was designed to de-activate during real-world driving conditions;
23 and that it could not achieve the advertised towing power, performance, and/or fuel economy

1 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
2 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
3 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

4 852. Plaintiff, Jeffrey & Tracie Quine (for the purpose of this paragraph, "Plaintiff"), a
5 citizen of the State of Oklahoma residing in the City of Newalla, bought a 2016 Dodge Ram 1500
6 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about October 26,
7 2016, at Bob Moore Chrysler Dodge Jeep Ram, an authorized FCA dealer in Oklahoma City,
8 Oklahoma. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations
9 that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls
10 visiting the Ram website, on which the Subject Vehicles were represented as environmentally
11 friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television
12 commercials about the Subject Vehicles. When Plaintiff went to Bob Moore Chrysler Dodge Jeep
13 Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel®
14 attributes, including its fuel economy and performance. These representations, along with the
15 advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At
16 the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised
17 only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was
18 Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized
19 emission control devices designed to cheat emission tests and to deceive consumers and regulators.
20 Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she
21 known that it did not comply with emission standards; that its emission treatment system was
22 designed to de-activate during real-world driving conditions; and that it could not achieve the
23 advertised towing power, performance, and/or fuel economy without cheating emission tests.

1 Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct,
2 and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants
3 not concealed the unauthorized emission control devices.

4 853. Plaintiff, Crystal Lee Bonotto (for the purpose of this paragraph, "Plaintiff"), a
5 citizen of the State of Oregon residing in the City of Redmond, bought a 2015 Dodge Ram 1500
6 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about August 15,
7 2015, at Lithia Chrysler Jeep Dodge, an authorized FCA dealer in Medford, Oregon. Plaintiff
8 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
9 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
10 website, on which the Subject Vehicles were represented as environmentally friendly, having low
11 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
12 Subject Vehicles. When Plaintiff went to Lithia Chrysler Jeep Dodge to purchase the Subject
13 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
14 economy and performance. These representations, along with the advertised fuel economy, were
15 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
16 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
17 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
18 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
19 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
20 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
21 emission standards; that its emission treatment system was designed to de-activate during real-
22 world driving conditions; and that it could not achieve the advertised towing power, performance,
23 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a

1 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
2 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
3 control devices.

4 854. Plaintiff, Joseph Neault, Jr. (for the purpose of this paragraph, "Plaintiff"), a citizen
5 of the State of New Jersey residing in the City of Barnegat, bought a 2014 Dodge Ram 1500
6 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about April 1, 2017,
7 at East Hills Chrysler Jeep Dodge Ram, an authorized FCA dealer in Greenvale, New York.
8 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
9 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
10 website, on which the Subject Vehicles were represented as environmentally friendly, having low
11 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
12 Subject Vehicles. When Plaintiff went to East Hills Chrysler Jeep Dodge Ram to purchase the
13 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
14 its fuel economy and performance. These representations, along with the advertised fuel economy,
15 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
16 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
17 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
18 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
19 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
20 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
21 comply with emission standards; that its emission treatment system was designed to de-activate
22 during real-world driving conditions; and that it could not achieve the advertised towing power,
23 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a

1 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
2 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
3 unauthorized emission control devices.

4 855. Plaintiff, Martin Zueger (for the purpose of this paragraph, "Plaintiff"), a citizen of
5 the State of Pennsylvania residing in the City of Perryopolis, bought a 2015 Dodge Ram 1500
6 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 2, 2016,
7 at Jim Shorkey Chrysler Dodge Jeep Ram, an authorized FCA dealer in Irwin, Pennsylvania.
8 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
9 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
10 website, on which the Subject Vehicles were represented as environmentally friendly, having low
11 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
12 Subject Vehicles. When Plaintiff went to Shorkey Chrysler Dodge Jeep Ram to purchase the
13 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
14 its fuel economy and performance. These representations, along with the advertised fuel economy,
15 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
16 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
17 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
18 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
19 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
20 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
21 comply with emission standards; that its emission treatment system was designed to de-activate
22 during real-world driving conditions; and that it could not achieve the advertised towing power,
23 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a

1 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
2 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
3 unauthorized emission control devices.

4 856. Plaintiff, Patricia Wilbur (for the purpose of this paragraph, "Plaintiff"), a citizen
5 of the State of Washington residing in the City of Brinnon, bought a 2015 Dodge Ram 1500
6 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about December 1,
7 2014, at Rainier Dodge, an authorized FCA dealer in Olympia, Washington. Plaintiff decided to
8 buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle
9 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
10 Subject Vehicles were represented as environmentally friendly, having low emissions and good
11 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
12 When Plaintiff went to Rainer Dodger to purchase the Subject Vehicle, the sales associate touted
13 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
14 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
15 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
16 could perform as advertised only by emitting NOx at levels that are greater than advertised and
17 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
18 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
19 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
20 would have paid less for it, had he/she known that it did not comply with emission standards; that
21 its emission treatment system was designed to de-activate during real-world driving conditions;
22 and that it could not achieve the advertised towing power, performance, and/or fuel economy
23 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate

1 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
2 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

3 857. Plaintiff, Cesar H. Nunez (for the purpose of this paragraph, "Plaintiff"), a citizen
4 of the State of Utah residing in the City of Salt Lake City, bought a 2015 Dodge Ram 1500
5 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about August 20,
6 2017, at Car Master Auto Sales, an authorized FCA dealer in Salt Lake City, Utah. Plaintiff decided
7 to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel"
8 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on
9 which the Subject Vehicles were represented as environmentally friendly, having low emissions
10 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
11 Vehicles. When Plaintiff went to Car Master Auto Sales to purchase the Subject Vehicle, the sales
12 associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
13 performance. These representations, along with the advertised fuel economy, were among the
14 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
15 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
16 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
17 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
18 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
19 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
20 standards; that its emission treatment system was designed to de-activate during real-world driving
21 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
22 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
23 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,

1 or would have paid less for it, had Defendants not concealed the unauthorized emission control
2 devices.

3 858. Plaintiff, Harold & Donna Imke (for the purpose of this paragraph, “Plaintiff”), a
4 citizen of the State of Oklahoma residing in the City of Vinita, bought a 2014 Jeep Grand Cherokee
5 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about March 27, 2014,
6 at Hometown Chrysler Jeep Dodge Ram, an authorized FCA dealer in Vinita, Oklahoma. Plaintiff
7 decided to buy the Subject Vehicle based in part on FCA’s representations that it was an
8 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep
9 website, on which the Subject Vehicles were represented as environmentally friendly, having low
10 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
11 Subject Vehicles. When Plaintiff went to Hometown Chrysler Jeep Dodge Ram to purchase the
12 Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including
13 its fuel economy and performance. These representations, along with the advertised fuel economy,
14 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
15 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
16 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
17 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
18 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
19 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
20 comply with emission standards; that its emission treatment system was designed to de-activate
21 during real-world driving conditions; and that it could not achieve the advertised towing power,
22 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
23 concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have

1 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
2 unauthorized emission control devices.

3 859. Plaintiff, Santiago & Lorraine Romero (for the purpose of this paragraph,
4 “Plaintiff”), a citizen of the State of New Mexico residing in the City of Espanola, bought a 2016
5 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or
6 about April 10, 2015, at Chrysler Dodge Jeep Ram FIAT of Santa Fe, an authorized FCA dealer
7 in Santa Fe, New Mexico. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s
8 representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient).
9 Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as
10 environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls
11 seeing television commercials about the Subject Vehicles. When Plaintiff went to Chrysler Dodge
12 Jeep Ram FIAT of Santa Fe to purchase the Subject Vehicle, the sales associate touted the Subject
13 Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These
14 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
15 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
16 could perform as advertised only by emitting NOx at levels that are greater than advertised and
17 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
18 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
19 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
20 would have paid less for it, had he/she known that it did not comply with emission standards; that
21 its emission treatment system was designed to de-activate during real-world driving conditions;
22 and that it could not achieve the advertised towing power, performance, and/or fuel economy
23 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate

1 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
2 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

3 860. Plaintiff, James L. Jones (for the purpose of this paragraph, "Plaintiff"), a citizen
4 of the State of Kentucky residing in the City of Columbia, bought a 2014 Dodge Ram 1500
5 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about September 1,
6 2014, at Don Franklin, an authorized FCA dealer in Campbellsville, Kentucky. Plaintiff decided
7 to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel"
8 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on
9 which the Subject Vehicles were represented as environmentally friendly, having low emissions
10 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
11 Vehicles. When Plaintiff went to Don Franklin to purchase the Subject Vehicle, the sales associate
12 touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance.
13 These representations, along with the advertised fuel economy, were among the primary reasons
14 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
15 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
16 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
17 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
18 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
19 would have paid less for it, had he/she known that it did not comply with emission standards; that
20 its emission treatment system was designed to de-activate during real-world driving conditions;
21 and that it could not achieve the advertised towing power, performance, and/or fuel economy
22 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
23 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would

1 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

2 861. Plaintiff, Jim Hall (for the purpose of this paragraph, “Plaintiff”), a citizen of the
3 State of Iowa residing in the City of Norwalk, bought a 2015 Dodge Ram 1500 EcoDiesel® (for
4 the purpose of this paragraph, the “Subject Vehicle”) on or about February 28, 2015, at Stew
5 Hansen Dodge Ram Chrysler Jeep, an authorized FCA dealer in Urbandale, Iowa. Plaintiff decided
6 to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel”
7 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on
8 which the Subject Vehicles were represented as environmentally friendly, having low emissions
9 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
10 Vehicles. When Plaintiff went to ** to purchase the Subject Vehicle, the sales associate touted the
11 Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These
12 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
13 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
14 could perform as advertised only by emitting NOx at levels that are greater than advertised and
15 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
16 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
17 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
18 would have paid less for it, had he/she known that it did not comply with emission standards; that
19 its emission treatment system was designed to de-activate during real-world driving conditions;
20 and that it could not achieve the advertised towing power, performance, and/or fuel economy
21 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
22 result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would
23 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

1 862. Plaintiff, Steve J. Mast (for the purpose of this paragraph, “Plaintiff”), a citizen of
2 the State of Illinois residing in the City of Quincy, bought a 2014 Dodge Ram 1500 EcoDiesel®
3 (for the purpose of this paragraph, the “Subject Vehicle”) on or about May 1, 2015, at Dakota
4 Chrysler, an authorized FCA dealer in Wahpaton, North Dakota. Plaintiff decided to buy the
5 Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e.,
6 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
7 Subject Vehicles were represented as environmentally friendly, having low emissions and good
8 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
9 When Plaintiff went to Dakota Chrysler to purchase the Subject Vehicle, the sales associate touted
10 the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These
11 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
12 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
13 could perform as advertised only by emitting NOx at levels that are greater than advertised and
14 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
15 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
16 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
17 would have paid less for it, had he/she known that it did not comply with emission standards; that
18 its emission treatment system was designed to de-activate during real-world driving conditions;
19 and that it could not achieve the advertised towing power, performance, and/or fuel economy
20 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
21 result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would
22 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

23 863. Plaintiff, Francis Lukowski, Jr. (for the purpose of this paragraph, “Plaintiff”), a

1 citizen of the State of Alabama residing in the City of Dothan, bought a 2016 Dodge Ram 1500
2 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about September 27,
3 2016, at Steve White Dodge Ram, an authorized FCA dealer in Newton, North Carolina. Plaintiff
4 decided to buy the Subject Vehicle based in part on FCA’s representations that it was an
5 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
6 website, on which the Subject Vehicles were represented as environmentally friendly, having low
7 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
8 Subject Vehicles. When Plaintiff went to Steve White Dodge Ram to purchase the Subject
9 Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel
10 economy and performance. These representations, along with the advertised fuel economy, were
11 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
12 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
13 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
14 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
15 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
16 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
17 emission standards; that its emission treatment system was designed to de-activate during real-
18 world driving conditions; and that it could not achieve the advertised towing power, performance,
19 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
20 direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject
21 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
22 control devices.

23 864. Plaintiff, Ricky P. Poisson (for the purpose of this paragraph, “Plaintiff”), a citizen

1 of the State of New York residing in the City of Greenfield Center, bought a 2015 Dodge Ram
2 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about December
3 18, 2014, at Lia Schenectady Chrysler Jeep Dodge, an authorized FCA dealer in Schenectady,
4 New York. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations
5 that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls
6 visiting the Ram website, on which the Subject Vehicles were represented as environmentally
7 friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television
8 commercials about the Subject Vehicles. When Plaintiff went to Lia Schenectady Chrysler Jeep
9 Dodge to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s
10 EcoDiesel® attributes, including its fuel economy and performance. These representations, along
11 with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject
12 Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as
13 advertised only by emitting NOx at levels that are greater than advertised and above legal limits.
14 Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and
15 unauthorized emission control devices designed to cheat emission tests and to deceive consumers
16 and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less
17 for it, had he/she known that it did not comply with emission standards; that its emission treatment
18 system was designed to de-activate during real-world driving conditions; and that it could not
19 achieve the advertised towing power, performance, and/or fuel economy without cheating
20 emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of
21 Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid
22 less for it, had Defendants not concealed the unauthorized emission control devices.

23 865. Plaintiff, Jason Dibben (for the purpose of this paragraph, “Plaintiff”), a citizen of

1 the State of Idaho residing in the City of Caldwell, bought a 2015 Dodge Ram 1500 EcoDiesel®
2 (for the purpose of this paragraph, the “Subject Vehicle”) on or about April 1, 2015, at Dennis
3 Dillon Chrysler Dodge Jeep Ram, an authorized FCA dealer in Caldwell, Idaho. Plaintiff decided
4 to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel”
5 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on
6 which the Subject Vehicles were represented as environmentally friendly, having low emissions
7 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
8 Vehicles. When Plaintiff went to Dennis Dillon Chrysler Dodge Jeep Ram to purchase the Subject
9 Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel
10 economy and performance. These representations, along with the advertised fuel economy, were
11 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
12 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
13 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
14 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
15 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
16 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
17 emission standards; that its emission treatment system was designed to de-activate during real-
18 world driving conditions; and that it could not achieve the advertised towing power, performance,
19 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
20 direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject
21 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
22 control devices.

23 866. Plaintiff, Jason Vermillion (for the purpose of this paragraph, “Plaintiff”), a citizen

1 of the State of Colorado residing in the City of Matheson, bought a 2015 Dodge Ram 1500
2 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about March 31, 2015,
3 at Limon Chrysler, an authorized FCA dealer in Limon, Colorado. Plaintiff decided to buy the
4 Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e.,
5 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
6 Subject Vehicles were represented as environmentally friendly, having low emissions and good
7 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
8 When Plaintiff went to Limon Chrysler to purchase the Subject Vehicle, the sales associate touted
9 the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These
10 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
11 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
12 could perform as advertised only by emitting NOx at levels that are greater than advertised and
13 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
14 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
15 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
16 would have paid less for it, had he/she known that it did not comply with emission standards; that
17 its emission treatment system was designed to de-activate during real-world driving conditions;
18 and that it could not achieve the advertised towing power, performance, and/or fuel economy
19 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
20 result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would
21 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

22 867. Plaintiff, Tad & Stephnie Hamil (for the purpose of this paragraph, “Plaintiff”), a
23 citizen of the State of Oklahoma residing in the City of Yukon, bought a 2014 Dodge Ram 1500

1 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about January 1, 2014,
2 at Jacksons Of Enid, an authorized FCA dealer in Garriott Enid, Oklahoma. Plaintiff decided to
3 buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle
4 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
5 Subject Vehicles were represented as environmentally friendly, having low emissions and good
6 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
7 When Plaintiff went to Jacksons of Enid to purchase the Subject Vehicle, the sales associate touted
8 the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These
9 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
10 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
11 could perform as advertised only by emitting NOx at levels that are greater than advertised and
12 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
13 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
14 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
15 would have paid less for it, had he/she known that it did not comply with emission standards; that
16 its emission treatment system was designed to de-activate during real-world driving conditions;
17 and that it could not achieve the advertised towing power, performance, and/or fuel economy
18 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
19 result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would
20 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

21 868. Plaintiff, Amy Fernandes (for the purpose of this paragraph, “Plaintiff”), a citizen
22 of the State of New York residing in the City of Bayport, bought a 2015 Dodge Ram 1500
23 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about November 2,

1 2018, at JJM Automotive LLC d/b/a Atlantic Chrysler Jeep Dodge Ram, an authorized FCA dealer
2 in West Islip, New York. Plaintiff decided to buy the Subject Vehicle based in part on FCA's
3 representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient).
4 Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as
5 environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls
6 seeing television commercials about the Subject Vehicles. When Plaintiff went to JJM Automotive
7 LLC d/b/a Atlantic Chrysler Jeep Dodge Ram to purchase the Subject Vehicle, the sales associate
8 touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance.
9 These representations, along with the advertised fuel economy, were among the primary reasons
10 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
11 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
12 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
13 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
14 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
15 would have paid less for it, had he/she known that it did not comply with emission standards; that
16 its emission treatment system was designed to de-activate during real-world driving conditions;
17 and that it could not achieve the advertised towing power, performance, and/or fuel economy
18 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
19 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
20 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

21 869. Plaintiff, Brett Keville Williams (for the purpose of this paragraph, "Plaintiff"), a
22 citizen of the State of Washington residing in the City of Elk, bought a 2015 Dodge Ram 1500
23 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about October 27,

1 2017, at Lithia Chrysler Dodge Ram FIAT, an authorized FCA dealer in Spokane, Washington.
2 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
3 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
4 website, on which the Subject Vehicles were represented as environmentally friendly, having low
5 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
6 Subject Vehicles. When Plaintiff went to Lithia Chrysler Dodge Ram FIAT to purchase the
7 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
8 its fuel economy and performance. These representations, along with the advertised fuel economy,
9 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
10 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
11 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
12 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
13 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
14 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
15 comply with emission standards; that its emission treatment system was designed to de-activate
16 during real-world driving conditions; and that it could not achieve the advertised towing power,
17 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
18 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
19 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
20 unauthorized emission control devices.

21 870. Plaintiff, Jeffrey Gebel (for the purpose of this paragraph, "Plaintiff"), a citizen of
22 the State of Missouri residing in the City of Hillsboro, bought a 2015 Jeep Grand Cherokee
23 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about March 1, 2015,

1 at Auto Plaza Chrysler Jeep Ram, an authorized FCA dealer in De Soto, Missouri. Plaintiff decided
2 to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel"
3 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on
4 which the Subject Vehicles were represented as environmentally friendly, having low emissions
5 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
6 Vehicles. When Plaintiff went to Auto Plaza Chrysler Jeep Ram to purchase the Subject Vehicle,
7 the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy
8 and performance. These representations, along with the advertised fuel economy, were among the
9 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
10 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
11 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
12 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
13 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
14 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
15 standards; that its emission treatment system was designed to de-activate during real-world driving
16 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
17 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
18 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
19 or would have paid less for it, had Defendants not concealed the unauthorized emission control
20 devices.

21 871. Plaintiff, Scott W. Toms (for the purpose of this paragraph, "Plaintiff"), a citizen
22 of the State of Iowa residing in the City of Boone, bought a 2015 Dodge Ram 1500 EcoDiesel®
23 (for the purpose of this paragraph, the "Subject Vehicle") on or about March 16, 2015, at Deery of

1 Ames Chrysler Dodge Jeep Ram, an authorized FCA dealer in Ames, Iowa. Plaintiff decided to
2 buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle
3 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
4 Subject Vehicles were represented as environmentally friendly, having low emissions and good
5 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
6 When Plaintiff went to Deery of Ames Chrysler Dodge Jeep Ram to purchase the Subject Vehicle,
7 the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy
8 and performance. These representations, along with the advertised fuel economy, were among the
9 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
10 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
11 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
12 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
13 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
14 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
15 standards; that its emission treatment system was designed to de-activate during real-world driving
16 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
17 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
18 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
19 or would have paid less for it, had Defendants not concealed the unauthorized emission control
20 devices.

21 872. Plaintiff, Mike Karpowitz (for the purpose of this paragraph, "Plaintiff"), a citizen
22 of the State of Idaho residing in the City of Nampa, leased a 2016 Dodge Ram 1500 EcoDiesel®
23 (for the purpose of this paragraph, the "Subject Vehicle") on or about February 1, 2016, at Peterson

1 Stampede Ram, an authorized FCA dealer in Nampa, Idaho. Plaintiff decided to buy the Subject
2 Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced
3 emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject
4 Vehicles were represented as environmentally friendly, having low emissions and good fuel
5 economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When
6 Plaintiff went to Peterson Stampede Ram to lease the Subject Vehicle, the sales associate touted
7 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
8 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
9 chose the Subject Vehicle. At the time of lease, Plaintiff did not know that the Subject Vehicle
10 could perform as advertised only by emitting NOx at levels that are greater than advertised and
11 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
12 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
13 deceive consumers and regulators. Plaintiff would not have leased the Subject Vehicle, or would
14 have paid less for it, had he/she known that it did not comply with emission standards; that its
15 emission treatment system was designed to de-activate during real-world driving conditions; and
16 that it could not achieve the advertised towing power, performance, and/or fuel economy without
17 cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of
18 Defendants' misconduct, and would not have leased the Subject Vehicle, or would have paid less
19 for it, had Defendants not concealed the unauthorized emission control devices.

20 873. Plaintiff, Mitchell R. Wellnitz (for the purpose of this paragraph, "Plaintiff"), a
21 citizen of the State of Wisconsin residing in the City of Janesville, bought a 2014 Jeep Grand
22 Cherokee EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about
23 February 1, 2018, at Van Horn Chrysler Dodge Jeep Ram, an authorized FCA dealer in Stoughton,

1 Wisconsin. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations
2 that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls
3 visiting the Jeep website, on which the Subject Vehicles were represented as environmentally
4 friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television
5 commercials about the Subject Vehicles. When Plaintiff went to Van Horn Chrysler Dodge Jeep
6 Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel®
7 attributes, including its fuel economy and performance. These representations, along with the
8 advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At
9 the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised
10 only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was
11 Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized
12 emission control devices designed to cheat emission tests and to deceive consumers and regulators.
13 Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she
14 known that it did not comply with emission standards; that its emission treatment system was
15 designed to de-activate during real-world driving conditions; and that it could not achieve the
16 advertised towing power, performance, and/or fuel economy without cheating emission tests.
17 Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct,
18 and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants
19 not concealed the unauthorized emission control devices.

20 874. Plaintiff, Paul Myers (for the purpose of this paragraph, "Plaintiff"), a citizen of
21 the State of Michigan residing in the City of Hudsonville, bought a 2016 Dodge Ram 1500
22 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about May 26, 2016,
23 at Ed Koehn, an authorized FCA dealer in Greenville, Michigan. Plaintiff decided to buy the

1 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
2 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
3 Subject Vehicles were represented as environmentally friendly, having low emissions and good
4 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
5 When Plaintiff went to Ed Koehn to purchase the Subject Vehicle, the sales associate touted the
6 Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
7 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
8 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
9 could perform as advertised only by emitting NOx at levels that are greater than advertised and
10 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
11 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
12 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
13 would have paid less for it, had he/she known that it did not comply with emission standards; that
14 its emission treatment system was designed to de-activate during real-world driving conditions;
15 and that it could not achieve the advertised towing power, performance, and/or fuel economy
16 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
17 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
18 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

19 875. Plaintiff, Nathan & Rachel Crittenden (for the purpose of this paragraph,
20 "Plaintiff"), a citizen of the State of Missouri residing in the City of Noel, bought a 2016 Dodge
21 Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about
22 September 17, 2016, at Fletcher Automotive No. 31 LL, an authorized FCA dealer in Pineville,
23 Missouri. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that

1 it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting
2 the Ram website, on which the Subject Vehicles were represented as environmentally friendly,
3 having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials
4 about the Subject Vehicles. When Plaintiff went to Fletcher Automotive No. 31 LL to purchase
5 the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes,
6 including its fuel economy and performance. These representations, along with the advertised fuel
7 economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of
8 purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by
9 emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff
10 aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission
11 control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff
12 would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known
13 that it did not comply with emission standards; that its emission treatment system was designed to
14 de-activate during real-world driving conditions; and that it could not achieve the advertised
15 towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has
16 suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would
17 not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not
18 concealed the unauthorized emission control devices.

19 876. Plaintiff, Tanner Tibbets (for the purpose of this paragraph, “Plaintiff”), a citizen
20 of the State of Oklahoma residing in the City of Glenpool, bought a 2015 Dodge Ram 1500
21 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about September 1,
22 2016, at South Point Jeep Chrysler Dodge Ram, an authorized FCA dealer in Tulsa, Oklahoma.
23 Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an

1 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
2 website, on which the Subject Vehicles were represented as environmentally friendly, having low
3 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
4 Subject Vehicles. When Plaintiff went to South Point Jeep Chrysler Dodge Ram to purchase the
5 Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including
6 its fuel economy and performance. These representations, along with the advertised fuel economy,
7 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
8 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
9 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
10 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
11 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
12 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
13 comply with emission standards; that its emission treatment system was designed to de-activate
14 during real-world driving conditions; and that it could not achieve the advertised towing power,
15 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
16 concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have
17 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
18 unauthorized emission control devices.

19 877. Plaintiff, Mike Sanders (for the purpose of this paragraph, “Plaintiff”), a citizen of
20 the State of Illinois residing in the City of Plano, bought a 2014 Jeep Grand Cherokee EcoDiesel®
21 (for the purpose of this paragraph, the “Subject Vehicle”) on or about February 1, 2015, at St.
22 Charles Chrysler Dodge Jeep Ram, an authorized FCA dealer in St. Charles, Illinois. Plaintiff
23 decided to buy the Subject Vehicle based in part on FCA’s representations that it was an

1 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep
2 website, on which the Subject Vehicles were represented as environmentally friendly, having low
3 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
4 Subject Vehicles. When Plaintiff went to St. Charles Chrysler Dodge Jeep Ram to purchase the
5 Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including
6 its fuel economy and performance. These representations, along with the advertised fuel economy,
7 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
8 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
9 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
10 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
11 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
12 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
13 comply with emission standards; that its emission treatment system was designed to de-activate
14 during real-world driving conditions; and that it could not achieve the advertised towing power,
15 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
16 concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have
17 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
18 unauthorized emission control devices.

19 878. Plaintiff, John S. Fox (for the purpose of this paragraph, “Plaintiff”), a citizen of
20 the State of Illinois residing in the City of Geneva, bought a 2015 Dodge Ram 1500 EcoDiesel®
21 (for the purpose of this paragraph, the “Subject Vehicle”) on or about November 12, 2016, at
22 Dupage Chrysler Dodge Jeep Ram, an authorized FCA dealer in Glendale Heights, Illinois.
23 Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an

1 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
2 website, on which the Subject Vehicles were represented as environmentally friendly, having low
3 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
4 Subject Vehicles. When Plaintiff went to Dupage Chrysler Dodge Jeep Ram to purchase the
5 Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including
6 its fuel economy and performance. These representations, along with the advertised fuel economy,
7 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
8 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
9 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
10 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
11 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
12 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
13 comply with emission standards; that its emission treatment system was designed to de-activate
14 during real-world driving conditions; and that it could not achieve the advertised towing power,
15 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
16 concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have
17 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
18 unauthorized emission control devices.

19 879. Plaintiff, Mark Schumaker (for the purpose of this paragraph, “Plaintiff”), a citizen
20 of the State of Tennessee residing in the City of La Follette, bought a 2014 Jeep Grand Cherokee
21 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about October 6, 2018,
22 at Lane Cunningham Ford, an authorized FCA dealer in Knoxville, Tennessee. Plaintiff decided
23 to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel”

1 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on
2 which the Subject Vehicles were represented as environmentally friendly, having low emissions
3 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
4 Vehicles. When Plaintiff went to Lane Cunningham Ford to purchase the Subject Vehicle, the
5 sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
6 performance. These representations, along with the advertised fuel economy, were among the
7 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
8 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
9 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
10 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
11 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
12 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
13 standards; that its emission treatment system was designed to de-activate during real-world driving
14 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
15 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
16 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
17 or would have paid less for it, had Defendants not concealed the unauthorized emission control
18 devices.

19 880. Plaintiff, Russell Kious (for the purpose of this paragraph, "Plaintiff"), a citizen of
20 the State of Oklahoma residing in the City of Edmond, bought a 2015 Dodge Ram 1500
21 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about October 1, 2015,
22 at Bob Howard Chrysler Jeep Dodge Ram, an authorized FCA dealer in Oklahoma City,
23 Oklahoma. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations

1 that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls
2 visiting the Ram website, on which the Subject Vehicles were represented as environmentally
3 friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television
4 commercials about the Subject Vehicles. When Plaintiff went to Bob Howard Chrysler Jeep
5 Dodge Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s
6 EcoDiesel® attributes, including its fuel economy and performance. These representations, along
7 with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject
8 Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as
9 advertised only by emitting NOx at levels that are greater than advertised and above legal limits.
10 Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and
11 unauthorized emission control devices designed to cheat emission tests and to deceive consumers
12 and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less
13 for it, had he/she known that it did not comply with emission standards; that its emission treatment
14 system was designed to de-activate during real-world driving conditions; and that it could not
15 achieve the advertised towing power, performance, and/or fuel economy without cheating
16 emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of
17 Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid
18 less for it, had Defendants not concealed the unauthorized emission control devices.

19 881. Plaintiff, Dan Seeland & Naht Phan (for the purpose of this paragraph, “Plaintiff”),
20 a citizen of the State of Minnesota residing in the City of Hopkins, bought a 2015 Dodge Ram
21 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about April 1,
22 2015, at Dodge of Burnsville, an authorized FCA dealer in Burnsville, Minnesota. Plaintiff decided
23 to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel”

1 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on
2 which the Subject Vehicles were represented as environmentally friendly, having low emissions
3 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
4 Vehicles. When Plaintiff went to Dodge of Burnsville to purchase the Subject Vehicle, the sales
5 associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
6 performance. These representations, along with the advertised fuel economy, were among the
7 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
8 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
9 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
10 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
11 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
12 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
13 standards; that its emission treatment system was designed to de-activate during real-world driving
14 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
15 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
16 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
17 or would have paid less for it, had Defendants not concealed the unauthorized emission control
18 devices.

19 882. Plaintiff, Thomas Nicholas Bezick (for the purpose of this paragraph, "Plaintiff"),
20 a citizen of the State of Pennsylvania residing in the City of Levittown, bought a 2016 Dodge Ram
21 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about August 1,
22 2016, at Reedman-Toll Autoworld, an authorized FCA dealer in Langhorne, Pennsylvania.
23 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an

1 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
2 website, on which the Subject Vehicles were represented as environmentally friendly, having low
3 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
4 Subject Vehicles. When Plaintiff went to Reedman-Toll Autoworld to purchase the Subject
5 Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel
6 economy and performance. These representations, along with the advertised fuel economy, were
7 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
8 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
9 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
10 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
11 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
12 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
13 emission standards; that its emission treatment system was designed to de-activate during real-
14 world driving conditions; and that it could not achieve the advertised towing power, performance,
15 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
16 direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject
17 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
18 control devices.

19 883. Plaintiff, Nathan Strahinic & Stacey Grafmeyer (for the purpose of this paragraph,
20 “Plaintiff”), a citizen of the State of Ohio residing in the City of Parma, bought a 2014 Dodge Ram
21 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about March 11,
22 2017, at Fred Martin Superstore, an authorized FCA dealer in Barberton, Ohio. Plaintiff decided
23 to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel”

1 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on
2 which the Subject Vehicles were represented as environmentally friendly, having low emissions
3 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
4 Vehicles. When Plaintiff went to Fred Martin Superstore to purchase the Subject Vehicle, the sales
5 associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
6 performance. These representations, along with the advertised fuel economy, were among the
7 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
8 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
9 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
10 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
11 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
12 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
13 standards; that its emission treatment system was designed to de-activate during real-world driving
14 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
15 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
16 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
17 or would have paid less for it, had Defendants not concealed the unauthorized emission control
18 devices.

19 884. Plaintiff, Robert Patterson (for the purpose of this paragraph, "Plaintiff"), a citizen
20 of the State of Pennsylvania residing in the City of Middletown, bought a 2014 Dodge Ram 1500
21 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about August 1, 2018,
22 at Hondru Chrysler Dodge Jeep Ram, an authorized FCA dealer in Elizabethtown, Pennsylvania.
23 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an

1 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
2 website, on which the Subject Vehicles were represented as environmentally friendly, having low
3 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
4 Subject Vehicles. When Plaintiff went to Hondru Chrysler Dodge Jeep Ram to purchase the
5 Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including
6 its fuel economy and performance. These representations, along with the advertised fuel economy,
7 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
8 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
9 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
10 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
11 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
12 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
13 comply with emission standards; that its emission treatment system was designed to de-activate
14 during real-world driving conditions; and that it could not achieve the advertised towing power,
15 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
16 concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have
17 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
18 unauthorized emission control devices.

19 885. Plaintiff, Larry E. & Hazel A. Heeter (for the purpose of this paragraph,
20 “Plaintiff”), a citizen of the State of Pennsylvania residing in the City of Sheffield, bought a 2014
21 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or
22 about April 4, 2015, at Ed Shults of Warren, an authorized FCA dealer in Warren, Pennsylvania.
23 Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an

1 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
2 website, on which the Subject Vehicles were represented as environmentally friendly, having low
3 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
4 Subject Vehicles. When Plaintiff went to Ed Shults of Warren to purchase the Subject Vehicle,
5 the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy
6 and performance. These representations, along with the advertised fuel economy, were among the
7 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
8 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
9 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
10 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
11 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
12 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
13 standards; that its emission treatment system was designed to de-activate during real-world driving
14 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
15 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
16 proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle,
17 or would have paid less for it, had Defendants not concealed the unauthorized emission control
18 devices.

19 886. Plaintiff, Louis Barbato (for the purpose of this paragraph, “Plaintiff”), a citizen of
20 the State of New York residing in the City of Islip Terrace, bought a 2014 Jeep Grand Cherokee
21 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about July 19, 2014,
22 at Smith Haven Chrysler Jeep Dodge, an authorized FCA dealer in St. James, New York. Plaintiff
23 decided to buy the Subject Vehicle based in part on FCA’s representations that it was an

1 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep
2 website, on which the Subject Vehicles were represented as environmentally friendly, having low
3 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
4 Subject Vehicles. When Plaintiff went to Smith Haven Chrysler Jeep Dodge to purchase the
5 Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including
6 its fuel economy and performance. These representations, along with the advertised fuel economy,
7 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
8 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
9 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
10 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
11 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
12 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
13 comply with emission standards; that its emission treatment system was designed to de-activate
14 during real-world driving conditions; and that it could not achieve the advertised towing power,
15 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
16 concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have
17 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
18 unauthorized emission control devices.

19 887. Plaintiff, Randy Gray (for the purpose of this paragraph, “Plaintiff”), a citizen of
20 the State of Colorado residing in the City of Eagle, bought a 2014 Dodge Ram 1500 EcoDiesel®
21 (for the purpose of this paragraph, the “Subject Vehicle”) on or about October 31, 2015, at Gene
22 Steffy Ford, an authorized FCA dealer in Columbus, Nevada. Plaintiff decided to buy the Subject
23 Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced

1 emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject
2 Vehicles were represented as environmentally friendly, having low emissions and good fuel
3 economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When
4 Plaintiff went to Gene Steffy Ford to purchase the Subject Vehicle, the sales associate touted the
5 Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
6 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
7 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
8 could perform as advertised only by emitting NOx at levels that are greater than advertised and
9 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
10 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
11 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
12 would have paid less for it, had he/she known that it did not comply with emission standards; that
13 its emission treatment system was designed to de-activate during real-world driving conditions;
14 and that it could not achieve the advertised towing power, performance, and/or fuel economy
15 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
16 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
17 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

18 888. Plaintiff, Gordon Leroy Patterson (for the purpose of this paragraph, "Plaintiff"), a
19 citizen of the State of Florida residing in the City of West Palm Beach, bought a 2015 Dodge Ram
20 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about March 28,
21 2015, at Arrigo Dodge Chrysler Jeep, an authorized FCA dealer in West Palm Beach, Florida.
22 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
23 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram

1 website, on which the Subject Vehicles were represented as environmentally friendly, having low
2 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
3 Subject Vehicles. When Plaintiff went to Arrigo Dodge Chrysler Jeep to purchase the Subject
4 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
5 economy and performance. These representations, along with the advertised fuel economy, were
6 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
7 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
8 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
9 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
10 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
11 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
12 emission standards; that its emission treatment system was designed to de-activate during real-
13 world driving conditions; and that it could not achieve the advertised towing power, performance,
14 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
15 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
16 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
17 control devices.

18 889. Plaintiff, Jeffrey D. Hoyum (for the purpose of this paragraph, "Plaintiff"), a citizen
19 of the State of Minnesota residing in the City of Duluth, bought a 2015 Dodge Ram 1500
20 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about October 31,
21 2015, at Duluth Dodge, Inc., an authorized FCA dealer in Duluth, Minnesota. Plaintiff decided to
22 buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle
23 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the

1 Subject Vehicles were represented as environmentally friendly, having low emissions and good
2 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
3 When Plaintiff went to Duluth Dodge, Inc. to purchase the Subject Vehicle, the sales associate
4 touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance.
5 These representations, along with the advertised fuel economy, were among the primary reasons
6 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
7 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
8 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
9 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
10 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
11 would have paid less for it, had he/she known that it did not comply with emission standards; that
12 its emission treatment system was designed to de-activate during real-world driving conditions;
13 and that it could not achieve the advertised towing power, performance, and/or fuel economy
14 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
15 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
16 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

17 890. Plaintiff, Leo Karnowski, Jr. (for the purpose of this paragraph, "Plaintiff"), a
18 citizen of the State of Oregon residing in the City of Irrigon, bought a 2015 Dodge Ram 1500
19 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about January 27,
20 2017, at Tom Denchel Chrysler Dodge Jeep, an authorized FCA dealer in Hermiston, Oregon.
21 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
22 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
23 website, on which the Subject Vehicles were represented as environmentally friendly, having low

1 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
2 Subject Vehicles. When Plaintiff went to Tom Denchel Chrysler Dodge Jeep to purchase the
3 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
4 its fuel economy and performance. These representations, along with the advertised fuel economy,
5 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
6 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
7 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
8 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
9 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
10 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
11 comply with emission standards; that its emission treatment system was designed to de-activate
12 during real-world driving conditions; and that it could not achieve the advertised towing power,
13 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
14 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
15 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
16 unauthorized emission control devices.

17 891. Plaintiff, Theodore Carter (for the purpose of this paragraph, "Plaintiff"), a citizen
18 of the State of Missouri residing in the City of Cassville, bought a 2014 Dodge Ram 1500
19 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about October 31,
20 2017, at Everette Chrysler Dodge Jeep Ram, an authorized FCA dealer in Compson, Arkansas.
21 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
22 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
23 website, on which the Subject Vehicles were represented as environmentally friendly, having low

1 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
2 Subject Vehicles. When Plaintiff went to Everette Chrysler Dodge Jeep Ram to purchase the
3 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
4 its fuel economy and performance. These representations, along with the advertised fuel economy,
5 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
6 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
7 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
8 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
9 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
10 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
11 comply with emission standards; that its emission treatment system was designed to de-activate
12 during real-world driving conditions; and that it could not achieve the advertised towing power,
13 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
14 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
15 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
16 unauthorized emission control devices.

17 892. Plaintiff, Earl H. Hitzman, Jr. (for the purpose of this paragraph, "Plaintiff"), a
18 citizen of the State of Louisiana residing in the City of Saint Amant, bought a 2015 Dodge Ram
19 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about September
20 4, 2015, at All Star Dodge, an authorized FCA dealer in Denham Springs, Louisiana. Plaintiff
21 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
22 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
23 website, on which the Subject Vehicles were represented as environmentally friendly, having low

1 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
2 Subject Vehicles. When Plaintiff went to All Star Dodge to purchase the Subject Vehicle, the sales
3 associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
4 performance. These representations, along with the advertised fuel economy, were among the
5 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
6 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
7 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
8 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
9 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
10 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
11 standards; that its emission treatment system was designed to de-activate during real-world driving
12 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
13 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
14 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
15 or would have paid less for it, had Defendants not concealed the unauthorized emission control
16 devices.

17 893. Plaintiff, Erich Hannah (for the purpose of this paragraph, "Plaintiff"), a citizen of
18 the State of Illinois residing in the City of Danville, bought a 2014 Dodge Ram 1500 EcoDiesel®
19 (for the purpose of this paragraph, the "Subject Vehicle") on or about November 4, 2015, at
20 Courtesy Motors, an authorized FCA dealer in Danville, Illinois. Plaintiff decided to buy the
21 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
22 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
23 Subject Vehicles were represented as environmentally friendly, having low emissions and good

1 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
2 When Plaintiff went to Courtesy Motors to purchase the Subject Vehicle, the sales associate touted
3 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
4 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
5 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
6 could perform as advertised only by emitting NOx at levels that are greater than advertised and
7 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
8 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
9 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
10 would have paid less for it, had he/she known that it did not comply with emission standards; that
11 its emission treatment system was designed to de-activate during real-world driving conditions;
12 and that it could not achieve the advertised towing power, performance, and/or fuel economy
13 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
14 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
15 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

16 894. Plaintiff, Robert Bank (for the purpose of this paragraph, "Plaintiff"), a citizen of
17 the State of Colorado residing in the City of Vail, bought a 2015 Dodge Ram 1500 EcoDiesel®
18 (for the purpose of this paragraph, the "Subject Vehicle") on or about December 17, 2015, at Vista
19 Jeep Chrysler Dodge of Silverthorne, an authorized FCA dealer in Silverthorne, Colorado. Plaintiff
20 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
21 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
22 website, on which the Subject Vehicles were represented as environmentally friendly, having low
23 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the

1 Subject Vehicles. When Plaintiff went to Vista Jeep Chrysler Dodge of Silverthorne to purchase
2 the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes,
3 including its fuel economy and performance. These representations, along with the advertised fuel
4 economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of
5 purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by
6 emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff
7 aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission
8 control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff
9 would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known
10 that it did not comply with emission standards; that its emission treatment system was designed to
11 de-activate during real-world driving conditions; and that it could not achieve the advertised
12 towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has
13 suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would
14 not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not
15 concealed the unauthorized emission control devices.

16 895. Plaintiff, Kenneth & Amanda Hancock (for the purpose of this paragraph,
17 "Plaintiff"), a citizen of the State of Idaho residing in the City of Nampa, bought a 2016 Dodge
18 Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about
19 September 24, 2016, at Petersons Stampede, an authorized FCA dealer in Nampa, Idaho. Plaintiff
20 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
21 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
22 website, on which the Subject Vehicles were represented as environmentally friendly, having low
23 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the

1 Subject Vehicles. When Plaintiff went to Petersons Stampede to purchase the Subject Vehicle, the
2 sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
3 performance. These representations, along with the advertised fuel economy, were among the
4 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
5 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
6 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
7 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
8 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
9 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
10 standards; that its emission treatment system was designed to de-activate during real-world driving
11 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
12 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
13 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
14 or would have paid less for it, had Defendants not concealed the unauthorized emission control
15 devices.

16 896. Plaintiff, Daniel & Cynthia Bonifas (for the purpose of this paragraph, "Plaintiff"),
17 a citizen of the State of Colorado residing in the City of Colorado Springs, bought a 2014 Jeep
18 Grand Cherokee EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about
19 January 18, 2014, at Faricy Boys Colorado Springs, an authorized FCA dealer in Colorado Springs,
20 Colorado. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that
21 it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting
22 the Jeep website, on which the Subject Vehicles were represented as environmentally friendly,
23 having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials

1 about the Subject Vehicles. When Plaintiff went to Faricy Boys Colorado Springs to purchase the
2 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
3 its fuel economy and performance. These representations, along with the advertised fuel economy,
4 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
5 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
6 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
7 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
8 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
9 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
10 comply with emission standards; that its emission treatment system was designed to de-activate
11 during real-world driving conditions; and that it could not achieve the advertised towing power,
12 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
13 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
14 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
15 unauthorized emission control devices.

16 897. Plaintiff, Mark & Carol Feld (for the purpose of this paragraph, "Plaintiff"), a
17 citizen of the State of Iowa residing in the City of Marshalltown, bought a 2014 Jeep Grand
18 Cherokee EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June
19 9, 2015, at Wes Finch Auto Plaza, an authorized FCA dealer in Grinnell, Iowa. Plaintiff decided
20 to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel"
21 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on
22 which the Subject Vehicles were represented as environmentally friendly, having low emissions
23 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject

1 Vehicles. When Plaintiff went to Wes Finch Auto Plaza to purchase the Subject Vehicle, the sales
2 associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
3 performance. These representations, along with the advertised fuel economy, were among the
4 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
5 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
6 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
7 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
8 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
9 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
10 standards; that its emission treatment system was designed to de-activate during real-world driving
11 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
12 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
13 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
14 or would have paid less for it, had Defendants not concealed the unauthorized emission control
15 devices.

16 898. Plaintiff, Terry Wessel (for the purpose of this paragraph, "Plaintiff"), a citizen of
17 the State of Maine residing in the City of Blue Hill, bought a 2015 Dodge Ram 1500 EcoDiesel®
18 (for the purpose of this paragraph, the "Subject Vehicle") on or about June 14, 2016, at Darling's
19 Auto Mall, an authorized FCA dealer in Ellsworth, Maine. Plaintiff decided to buy the Subject
20 Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced
21 emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject
22 Vehicles were represented as environmentally friendly, having low emissions and good fuel
23 economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When

1 Plaintiff went to Darling's Auto Mall to purchase the Subject Vehicle, the sales associate touted
2 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
3 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
4 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
5 could perform as advertised only by emitting NOx at levels that are greater than advertised and
6 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
7 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
8 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
9 would have paid less for it, had he/she known that it did not comply with emission standards; that
10 its emission treatment system was designed to de-activate during real-world driving conditions;
11 and that it could not achieve the advertised towing power, performance, and/or fuel economy
12 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
13 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
14 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

15 899. Plaintiff, Billie Jo Killion & Ann Taylor (for the purpose of this paragraph,
16 "Plaintiff"), a citizen of the State of Indiana residing in the City of Pendleton, bought a 2015 Dodge
17 Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June
18 14, 2016, at Champion Chrysler Jeep Dodge, an authorized FCA dealer in Indianapolis, Indiana.
19 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
20 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
21 website, on which the Subject Vehicles were represented as environmentally friendly, having low
22 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
23 Subject Vehicles. When Plaintiff went to Champion Chrysler Jeep Dodge to purchase the Subject

1 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
2 economy and performance. These representations, along with the advertised fuel economy, were
3 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
4 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
5 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
6 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
7 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
8 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
9 emission standards; that its emission treatment system was designed to de-activate during real-
10 world driving conditions; and that it could not achieve the advertised towing power, performance,
11 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
12 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
13 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
14 control devices.

15 900. Plaintiff, Leah & Bobby Ladley (for the purpose of this paragraph, "Plaintiff"), a
16 citizen of the State of Tennessee residing in the City of Oakland, bought a 2016 Dodge Ram 1500
17 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about January 18,
18 2016, at Landers Chrysler Dodge Jeep Ram, an authorized FCA dealer in South Haven, Mississippi.
19 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
20 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
21 website, on which the Subject Vehicles were represented as environmentally friendly, having low
22 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
23 Subject Vehicles. When Plaintiff went to Landers Chrysler Dodge Jeep Ram to purchase the

1 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
2 its fuel economy and performance. These representations, along with the advertised fuel economy,
3 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
4 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
5 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
6 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
7 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
8 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
9 comply with emission standards; that its emission treatment system was designed to de-activate
10 during real-world driving conditions; and that it could not achieve the advertised towing power,
11 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
12 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
13 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
14 unauthorized emission control devices.

15 901. Plaintiff, Anthony S. Antonucci (for the purpose of this paragraph, "Plaintiff"), a
16 citizen of the State of New Hampshire residing in the City of Conway, bought a 2016 Dodge Ram
17 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about July 15,
18 2016, at Macdonald Motors Inc., an authorized FCA dealer in Brighton, Maine. Plaintiff decided
19 to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel"
20 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on
21 which the Subject Vehicles were represented as environmentally friendly, having low emissions
22 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
23 Vehicles. When Plaintiff went to Macdonald Motors Inc. to purchase the Subject Vehicle, the

1 sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
2 performance. These representations, along with the advertised fuel economy, were among the
3 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
4 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
5 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
6 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
7 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
8 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
9 standards; that its emission treatment system was designed to de-activate during real-world driving
10 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
11 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
12 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
13 or would have paid less for it, had Defendants not concealed the unauthorized emission control
14 devices.

15 902. Plaintiff, Terry D. & Teresa A. Thor (for the purpose of this paragraph, "Plaintiff"),
16 a citizen of the State of Indiana residing in the City of Kokomo, bought a 2015 Dodge Ram 1500
17 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about March 27, 2015,
18 at Button Dodge, an authorized FCA dealer in Kokomo, Indiana. Plaintiff decided to buy the
19 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
20 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
21 Subject Vehicles were represented as environmentally friendly, having low emissions and good
22 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
23 When Plaintiff went to Button Dodge to purchase the Subject Vehicle, the sales associate touted

1 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
2 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
3 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
4 could perform as advertised only by emitting NOx at levels that are greater than advertised and
5 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
6 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
7 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
8 would have paid less for it, had he/she known that it did not comply with emission standards; that
9 its emission treatment system was designed to de-activate during real-world driving conditions;
10 and that it could not achieve the advertised towing power, performance, and/or fuel economy
11 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
12 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
13 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

14 903. Plaintiff, Clarke Dunlap (for the purpose of this paragraph, "Plaintiff"), a citizen of
15 the State of California residing in the City of Lake Arrowhead, bought a 2014 Dodge Ram 1500
16 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about December 28,
17 2015, at Jeep Chrysler Dodge Ram FIAT of Ontario, an authorized FCA dealer in Ontario,
18 California. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that
19 it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting
20 the Ram website, on which the Subject Vehicles were represented as environmentally friendly,
21 having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials
22 about the Subject Vehicles. When Plaintiff went to Jeep Chrysler Dodge Ram FIAT of Ontario to
23 purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel®

1 attributes, including its fuel economy and performance. These representations, along with the
2 advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At
3 the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised
4 only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was
5 Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized
6 emission control devices designed to cheat emission tests and to deceive consumers and regulators.
7 Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she
8 known that it did not comply with emission standards; that its emission treatment system was
9 designed to de-activate during real-world driving conditions; and that it could not achieve the
10 advertised towing power, performance, and/or fuel economy without cheating emission tests.
11 Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct,
12 and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants
13 not concealed the unauthorized emission control devices.

14 904. Plaintiff, Albert & Sharon Overholtzer (for the purpose of this paragraph,
15 "Plaintiff"), a citizen of the State of California residing in the City of Orland, bought a 2015 Dodge
16 Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about May
17 1, 2015, at Chuck Paterson Dodge, an authorized FCA dealer in Chico, California. Plaintiff decided
18 to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel"
19 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on
20 which the Subject Vehicles were represented as environmentally friendly, having low emissions
21 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
22 Vehicles. When Plaintiff went to Chuck Patterson Dodge to purchase the Subject Vehicle, the
23 sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and

1 performance. These representations, along with the advertised fuel economy, were among the
2 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
3 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
4 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
5 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
6 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
7 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
8 standards; that its emission treatment system was designed to de-activate during real-world driving
9 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
10 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
11 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
12 or would have paid less for it, had Defendants not concealed the unauthorized emission control
13 devices.

14 905. Plaintiff, Jeff Strong (for the purpose of this paragraph, "Plaintiff"), a citizen of the
15 State of Mississippi residing in the City of Gautier, bought a 2015 Jeep Grand Cherokee
16 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about April 7, 2016,
17 at Bayside Chrysler Dodge Jeep Ram, an authorized FCA dealer in D'Iberville, Mississippi.
18 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
19 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
20 website, on which the Subject Vehicles were represented as environmentally friendly, having low
21 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
22 Subject Vehicles. When Plaintiff went to Bayside Chrysler Dodge Jeep Ram to purchase the
23 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including

1 its fuel economy and performance. These representations, along with the advertised fuel economy,
2 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
3 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
4 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
5 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
6 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
7 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
8 comply with emission standards; that its emission treatment system was designed to de-activate
9 during real-world driving conditions; and that it could not achieve the advertised towing power,
10 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
11 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
12 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
13 unauthorized emission control devices.

14 906. Plaintiff, Robert Thomas (for the purpose of this paragraph, "Plaintiff"), a citizen
15 of the State of Alabama residing in the City of Pelham, bought a 2015 Dodge Ram 1500
16 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about October 17,
17 2018, at Susan Schein Automotive, an authorized FCA dealer in Pelham, Alabama. Plaintiff
18 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
19 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
20 website, on which the Subject Vehicles were represented as environmentally friendly, having low
21 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
22 Subject Vehicles. When Plaintiff went to Susan Schein Automotive to purchase the Subject
23 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel

1 economy and performance. These representations, along with the advertised fuel economy, were
2 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
3 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
4 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
5 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
6 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
7 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
8 emission standards; that its emission treatment system was designed to de-activate during real-
9 world driving conditions; and that it could not achieve the advertised towing power, performance,
10 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
11 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
12 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
13 control devices.

14 907. Plaintiff, Anthony McNamara (for the purpose of this paragraph, "Plaintiff"), a
15 citizen of the State of California residing in the City of Huntington Beach, bought a 2015 Dodge
16 Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about
17 September 20, 2017, at Tuttle Click Tustin Chrysler, an authorized FCA dealer in Tustin,
18 California. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that
19 it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting
20 the Ram website, on which the Subject Vehicles were represented as environmentally friendly,
21 having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials
22 about the Subject Vehicles. When Plaintiff went to Tuttle Click Tustin Chrysler to purchase the
23 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including

1 its fuel economy and performance. These representations, along with the advertised fuel economy,
2 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
3 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
4 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
5 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
6 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
7 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
8 comply with emission standards; that its emission treatment system was designed to de-activate
9 during real-world driving conditions; and that it could not achieve the advertised towing power,
10 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
11 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
12 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
13 unauthorized emission control devices.

14 908. Plaintiff, Gordon Hunter & Shawnda Bays (for the purpose of this paragraph,
15 "Plaintiff"), a citizen of the State of Indiana residing in the City of Owensburg, bought a 2014
16 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or
17 about May 3, 2017, at Community Chrysler Jeep Dodge Ram of Bloomington, an authorized FCA
18 dealer in Bloomington, Indiana. Plaintiff decided to buy the Subject Vehicle based in part on
19 FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel
20 efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were
21 represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff
22 also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to
23 Community Chrysler Jeep Dodge Ram of Bloomington to purchase the Subject Vehicle, the sales

1 associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
2 performance. These representations, along with the advertised fuel economy, were among the
3 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
4 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
5 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
6 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
7 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
8 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
9 standards; that its emission treatment system was designed to de-activate during real-world driving
10 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
11 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
12 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
13 or would have paid less for it, had Defendants not concealed the unauthorized emission control
14 devices.

15 909. Plaintiff, Gaston Barrett c/o Walton Stinson (for the purpose of this paragraph,
16 "Plaintiff"), a citizen of the State of Mississippi residing in the City of Philadelphia, bought a 2015
17 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or
18 about March 2, 2015, at Griffis Motors, Inc., an authorized FCA dealer in Philadelphia,
19 Mississippi. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations
20 that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls
21 visiting the Ram website, on which the Subject Vehicles were represented as environmentally
22 friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television
23 commercials about the Subject Vehicles. When Plaintiff went to Griffis Motors, Inc. to purchase

1 the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes,
2 including its fuel economy and performance. These representations, along with the advertised fuel
3 economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of
4 purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by
5 emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff
6 aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission
7 control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff
8 would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known
9 that it did not comply with emission standards; that its emission treatment system was designed to
10 de-activate during real-world driving conditions; and that it could not achieve the advertised
11 towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has
12 suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would
13 not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not
14 concealed the unauthorized emission control devices.

15 910. Plaintiff, William Cunningham (for the purpose of this paragraph, "Plaintiff"), a
16 citizen of the State of Alabama residing in the City of Tuscaloosa, bought a 2015 Dodge Ram 1500
17 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about January 29,
18 2016, at Academy Chrysler Dodge Jeep and Ram, an authorized FCA dealer in Bessemer,
19 Alabama. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that
20 it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting
21 the Ram website, on which the Subject Vehicles were represented as environmentally friendly,
22 having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials
23 about the Subject Vehicles. When Plaintiff went to Academy Chrysler Dodge Jeep and Ram to

1 purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel®
2 attributes, including its fuel economy and performance. These representations, along with the
3 advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At
4 the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised
5 only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was
6 Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized
7 emission control devices designed to cheat emission tests and to deceive consumers and regulators.
8 Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she
9 known that it did not comply with emission standards; that its emission treatment system was
10 designed to de-activate during real-world driving conditions; and that it could not achieve the
11 advertised towing power, performance, and/or fuel economy without cheating emission tests.
12 Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct,
13 and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants
14 not concealed the unauthorized emission control devices.

15 911. Plaintiff, John Roe (for the purpose of this paragraph, "Plaintiff"), a citizen of the
16 State of Louisiana residing in the City of Morgan City, bought a 2015 Dodge Ram 1500
17 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about December 11,
18 2014, at Jeff Wilson Chrysler Dodge Jeep Ram, an authorized FCA dealer in Brookhaven,
19 Mississippi. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations
20 that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls
21 visiting the Ram website, on which the Subject Vehicles were represented as environmentally
22 friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television
23 commercials about the Subject Vehicles. When Plaintiff went to Jeff Wilson Chrysler Dodge Jeep

1 Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel®
2 attributes, including its fuel economy and performance. These representations, along with the
3 advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At
4 the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised
5 only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was
6 Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized
7 emission control devices designed to cheat emission tests and to deceive consumers and regulators.
8 Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she
9 known that it did not comply with emission standards; that its emission treatment system was
10 designed to de-activate during real-world driving conditions; and that it could not achieve the
11 advertised towing power, performance, and/or fuel economy without cheating emission tests.
12 Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct,
13 and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants
14 not concealed the unauthorized emission control devices.

15 912. Plaintiff, Scott L. Norris (for the purpose of this paragraph, "Plaintiff"), a citizen
16 of the State of Wyoming residing in the City of Evansville, bought a 2016 Jeep Grand Cherokee
17 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about May 12, 2018,
18 at Fremont Motors, an authorized FCA dealer in Casper, Wyoming. Plaintiff decided to buy the
19 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
20 reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the
21 Subject Vehicles were represented as environmentally friendly, having low emissions and good
22 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
23 When Plaintiff went to Fremont Motors to purchase the Subject Vehicle, the sales associate touted

1 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
2 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
3 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
4 could perform as advertised only by emitting NOx at levels that are greater than advertised and
5 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
6 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
7 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
8 would have paid less for it, had he/she known that it did not comply with emission standards; that
9 its emission treatment system was designed to de-activate during real-world driving conditions;
10 and that it could not achieve the advertised towing power, performance, and/or fuel economy
11 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
12 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
13 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

14 913. Plaintiff, Cheryl & Lee Philley (for the purpose of this paragraph, "Plaintiff"), a
15 citizen of the State of California residing in the City of Bakersfield, bought a 2016 Dodge Ram
16 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about February
17 1, 2016, at Haddad Dodge Ram, an authorized FCA dealer in Bakersfield, California. Plaintiff
18 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
19 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
20 website, on which the Subject Vehicles were represented as environmentally friendly, having low
21 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
22 Subject Vehicles. When Plaintiff went to Haddad Dodge Ram to purchase the Subject Vehicle,
23 the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy

1 and performance. These representations, along with the advertised fuel economy, were among the
2 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
3 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
4 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
5 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
6 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
7 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
8 standards; that its emission treatment system was designed to de-activate during real-world driving
9 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
10 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
11 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
12 or would have paid less for it, had Defendants not concealed the unauthorized emission control
13 devices.

14 914. Plaintiff, Michael Branco (for the purpose of this paragraph, "Plaintiff"), a citizen
15 of the State of Massachusetts residing in the City of New Bedford, bought a 2016 Dodge Ram
16 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about May 9,
17 2018, at Central Chrysler Jeep Dodge, an authorized FCA dealer in Raynham, Massachusetts.
18 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
19 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
20 website, on which the Subject Vehicles were represented as environmentally friendly, having low
21 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
22 Subject Vehicles. When Plaintiff went to Central Chrysler Jeep Dodge to purchase the Subject
23 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel

1 economy and performance. These representations, along with the advertised fuel economy, were
2 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
3 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
4 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
5 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
6 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
7 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
8 emission standards; that its emission treatment system was designed to de-activate during real-
9 world driving conditions; and that it could not achieve the advertised towing power, performance,
10 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
11 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
12 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
13 control devices.

14 915. Plaintiff, Timothy Isyk (for the purpose of this paragraph, "Plaintiff"), a citizen of
15 the State of Connecticut residing in the City of Meriden, bought a 2014 Jeep Grand Cherokee
16 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about August 30,
17 2015, at Central Chrysler Jeep Dodge, an authorized FCA dealer in Raynham, Massachusetts.
18 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
19 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep
20 website, on which the Subject Vehicles were represented as environmentally friendly, having low
21 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
22 Subject Vehicles. When Plaintiff went to Central Chrysler Jeep Dodge to purchase the Subject
23 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel

1 economy and performance. These representations, along with the advertised fuel economy, were
2 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
3 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
4 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
5 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
6 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
7 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
8 emission standards; that its emission treatment system was designed to de-activate during real-
9 world driving conditions; and that it could not achieve the advertised towing power, performance,
10 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
11 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
12 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
13 control devices.

14 916. Plaintiff, Oron Tipton (for the purpose of this paragraph, "Plaintiff"), a citizen of
15 the State of Oregon residing in the City of Eugene, bought a 2016 Dodge Ram 1500 EcoDiesel®
16 (for the purpose of this paragraph, the "Subject Vehicle") on or about October 1, 2016, at Cottage
17 Grove Chrysler Dodge Jeep, an authorized FCA dealer in Cottage Grove, Oregon. Plaintiff decided
18 to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel"
19 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on
20 which the Subject Vehicles were represented as environmentally friendly, having low emissions
21 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
22 Vehicles. When Plaintiff went to Cottage Grove Chrysler Dodge Jeep to purchase the Subject
23 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel

1 economy and performance. These representations, along with the advertised fuel economy, were
2 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
3 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
4 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
5 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
6 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
7 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
8 emission standards; that its emission treatment system was designed to de-activate during real-
9 world driving conditions; and that it could not achieve the advertised towing power, performance,
10 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
11 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
12 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
13 control devices.

14 917. Plaintiff, Rodney Robinson (for the purpose of this paragraph, "Plaintiff"), a citizen
15 of the State of Michigan residing in the City of Bloomfield Hills, bought a 2014 Dodge Ram 1500
16 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about October 1, 2014,
17 at Golling Chrysler, an authorized FCA dealer in Bloomfield Hills, Michigan. Plaintiff decided to
18 buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle
19 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
20 Subject Vehicles were represented as environmentally friendly, having low emissions and good
21 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
22 When Plaintiff went to Golling Chrysler to purchase the Subject Vehicle, the sales associate touted
23 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These

1 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
2 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
3 could perform as advertised only by emitting NOx at levels that are greater than advertised and
4 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
5 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
6 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
7 would have paid less for it, had he/she known that it did not comply with emission standards; that
8 its emission treatment system was designed to de-activate during real-world driving conditions;
9 and that it could not achieve the advertised towing power, performance, and/or fuel economy
10 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
11 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
12 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

13 918. Plaintiff, Michelle L. Labadie (for the purpose of this paragraph, "Plaintiff"), a
14 citizen of the State of Michigan residing in the City of Gladstone, bought a 2016 Dodge Ram 1500
15 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about April 7, 2017,
16 at Chrysler World, an authorized FCA dealer in Abrams, Wisconsin. Plaintiff decided to buy the
17 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
18 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
19 Subject Vehicles were represented as environmentally friendly, having low emissions and good
20 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
21 When Plaintiff went to Chrysler World to purchase the Subject Vehicle, the sales associate touted
22 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
23 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff

1 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
2 could perform as advertised only by emitting NOx at levels that are greater than advertised and
3 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
4 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
5 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
6 would have paid less for it, had he/she known that it did not comply with emission standards; that
7 its emission treatment system was designed to de-activate during real-world driving conditions;
8 and that it could not achieve the advertised towing power, performance, and/or fuel economy
9 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
10 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
11 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

12 919. Plaintiff, Edna Jordon (for the purpose of this paragraph, "Plaintiff"), a citizen of
13 the State of Missouri residing in the City of Desoto, bought a 2014 Dodge Ram 1500 EcoDiesel®
14 (for the purpose of this paragraph, the "Subject Vehicle") on or about July 11, 2016, at Lucas Smith
15 Chrysler Center, an authorized FCA dealer in Festus, Missouri. Plaintiff decided to buy the Subject
16 Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced
17 emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject
18 Vehicles were represented as environmentally friendly, having low emissions and good fuel
19 economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When
20 Plaintiff went to Lucas Smith Chrysler Center to purchase the Subject Vehicle, the sales associate
21 touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance.
22 These representations, along with the advertised fuel economy, were among the primary reasons
23 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject

1 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
2 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
3 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
4 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
5 would have paid less for it, had he/she known that it did not comply with emission standards; that
6 its emission treatment system was designed to de-activate during real-world driving conditions;
7 and that it could not achieve the advertised towing power, performance, and/or fuel economy
8 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
9 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
10 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

11 920. Plaintiff, Noel Foley (for the purpose of this paragraph, "Plaintiff"), a citizen of the
12 State of New York residing in the City of Bronx, bought a 2016 Dodge Ram 1500 EcoDiesel®
13 (for the purpose of this paragraph, the "Subject Vehicle") on or about January 1, 2016, at Riverdale
14 Chrysler Jeep, an authorized FCA dealer in Bronx, New York. Plaintiff decided to buy the Subject
15 Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced
16 emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject
17 Vehicles were represented as environmentally friendly, having low emissions and good fuel
18 economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When
19 Plaintiff went to Riverdale Chrysler Jeep to purchase the Subject Vehicle, the sales associate touted
20 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
21 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
22 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
23 could perform as advertised only by emitting NOx at levels that are greater than advertised and

1 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
2 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
3 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
4 would have paid less for it, had he/she known that it did not comply with emission standards; that
5 its emission treatment system was designed to de-activate during real-world driving conditions;
6 and that it could not achieve the advertised towing power, performance, and/or fuel economy
7 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
8 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
9 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

10 921. Plaintiff, Robert Sisson (for the purpose of this paragraph, "Plaintiff"), a citizen of
11 the State of Nebraska residing in the City of Oneill, leased a 2014 Dodge Ram 1500 EcoDiesel®
12 (for the purpose of this paragraph, the "Subject Vehicle") on or about December 1, 2014, at Miller
13 Chrysler Dodge Jeep, an authorized FCA dealer in Thornton, Colorado. Plaintiff decided to buy
14 the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
15 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
16 Subject Vehicles were represented as environmentally friendly, having low emissions and good
17 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
18 When Plaintiff went to Miller Chrysler Dodge Jeep to lease the Subject Vehicle, the sales associate
19 touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance.
20 These representations, along with the advertised fuel economy, were among the primary reasons
21 Plaintiff chose the Subject Vehicle. At the time of lease, Plaintiff did not know that the Subject
22 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
23 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with

1 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
2 deceive consumers and regulators. Plaintiff would not have leased the Subject Vehicle, or would
3 have paid less for it, had he/she known that it did not comply with emission standards; that its
4 emission treatment system was designed to de-activate during real-world driving conditions; and
5 that it could not achieve the advertised towing power, performance, and/or fuel economy without
6 cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of
7 Defendants' misconduct, and would not have leased the Subject Vehicle, or would have paid less
8 for it, had Defendants not concealed the unauthorized emission control devices.

9 922. Plaintiff, Ryan Renfro (for the purpose of this paragraph, "Plaintiff"), a citizen of
10 the State of Iowa residing in the City of Polk City, leased a 2015 Dodge Ram EcoDiesel® (for the
11 purpose of this paragraph, the "Subject Vehicle") on or about March 19, 2016, at Dewey Dodge
12 Jeep, an authorized FCA dealer in Ankeny, Iowa. Plaintiff decided to buy the Subject Vehicle
13 based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions
14 and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were
15 represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff
16 also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to
17 Dewey Dodge Jeep to lease the Subject Vehicle, the sales associate touted the Subject Vehicle's
18 EcoDiesel® attributes, including its fuel economy and performance. These representations, along
19 with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject
20 Vehicle. At the time of lease, Plaintiff did not know that the Subject Vehicle could perform as
21 advertised only by emitting NOx at levels that are greater than advertised and above legal limits.
22 Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and
23 unauthorized emission control devices designed to cheat emission tests and to deceive consumers

1 and regulators. Plaintiff would not have leased the Subject Vehicle, or would have paid less for it,
2 had he/she known that it did not comply with emission standards; that its emission treatment
3 system was designed to de-activate during real-world driving conditions; and that it could not
4 achieve the advertised towing power, performance, and/or fuel economy without cheating
5 emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of
6 Defendants' misconduct, and would not have leased the Subject Vehicle, or would have paid less
7 for it, had Defendants not concealed the unauthorized emission control devices.

8 923. Plaintiff, Justin Joseph Manke (for the purpose of this paragraph, "Plaintiff"), a
9 citizen of the State of Wisconsin residing in the City of Ripon, bought a 2014 Dodge Ram 1500
10 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about March 1, 2016,
11 at Lenz Truck Center, an authorized FCA dealer in Fond Du Lac, Wisconsin. Plaintiff decided to
12 buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle
13 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
14 Subject Vehicles were represented as environmentally friendly, having low emissions and good
15 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
16 When Plaintiff went to Lenz Truck Center to purchase the Subject Vehicle, the sales associate
17 touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance.
18 These representations, along with the advertised fuel economy, were among the primary reasons
19 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
20 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
21 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
22 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
23 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or

1 would have paid less for it, had he/she known that it did not comply with emission standards; that
2 its emission treatment system was designed to de-activate during real-world driving conditions;
3 and that it could not achieve the advertised towing power, performance, and/or fuel economy
4 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
5 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
6 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

7 924. Plaintiff, Thomas Vines (for the purpose of this paragraph, "Plaintiff"), a citizen of
8 the State of Ohio residing in the City of Lancaster, bought a 2014 Jeep Grand Cherokee
9 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about November 25,
10 2013, at Bob Boyd Ram Jeep, an authorized FCA dealer in Lancaster, Ohio. Plaintiff decided to
11 buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle
12 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the
13 Subject Vehicles were represented as environmentally friendly, having low emissions and good
14 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
15 When Plaintiff went to Bob Boyd Ram Jeep to purchase the Subject Vehicle, the sales associate
16 touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance.
17 These representations, along with the advertised fuel economy, were among the primary reasons
18 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
19 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
20 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
21 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
22 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
23 would have paid less for it, had he/she known that it did not comply with emission standards; that

1 its emission treatment system was designed to de-activate during real-world driving conditions;
2 and that it could not achieve the advertised towing power, performance, and/or fuel economy
3 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
4 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
5 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

6 925. Plaintiff, Kevin P. Brinkhoff (for the purpose of this paragraph, "Plaintiff"), a
7 citizen of the State of Florida residing in the City of Naples, bought a 2015 Jeep Grand Cherokee
8 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about September 8,
9 2015, at Kolosso Chrysler Jeep Dodge, an authorized FCA dealer in Naples, Florida. Plaintiff
10 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
11 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep
12 website, on which the Subject Vehicles were represented as environmentally friendly, having low
13 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
14 Subject Vehicles. When Plaintiff went to Kolosso Chrysler Jeep Dodge to purchase the Subject
15 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
16 economy and performance. These representations, along with the advertised fuel economy, were
17 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
18 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
19 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
20 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
21 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
22 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
23 emission standards; that its emission treatment system was designed to de-activate during real-

1 world driving conditions; and that it could not achieve the advertised towing power, performance,
2 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
3 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
4 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
5 control devices.

6 926. Plaintiff, Tim Stewart (for the purpose of this paragraph, "Plaintiff"), a citizen of
7 the State of Arkansas residing in the City of Batesville, bought a 2014 Dodge Ram 1500
8 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about May 18, 2017,
9 at Steve Landers Chrysler Dodge Jeep, an authorized FCA dealer in Little Rock, Arkansas.
10 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
11 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
12 website, on which the Subject Vehicles were represented as environmentally friendly, having low
13 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
14 Subject Vehicles. When Plaintiff went to Steve Landers Chrysler Dodge Jeep to purchase the
15 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
16 its fuel economy and performance. These representations, along with the advertised fuel economy,
17 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
18 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
19 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
20 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
21 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
22 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
23 comply with emission standards; that its emission treatment system was designed to de-activate

1 during real-world driving conditions; and that it could not achieve the advertised towing power,
2 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
3 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
4 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
5 unauthorized emission control devices.

6 927. Plaintiff, Troy L. & Ruth E. Jeremias (for the purpose of this paragraph,
7 "Plaintiff"), a citizen of the State of Missouri residing in the City of Saint James, bought a 2014
8 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or
9 about August 7, 2017, at Don Vance Chrysler Dodge Jeep Ram, an authorized FCA dealer in
10 Marshfield, Missouri. Plaintiff decided to buy the Subject Vehicle based in part on FCA's
11 representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient).
12 Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as
13 environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls
14 seeing television commercials about the Subject Vehicles. When Plaintiff went to Don Vance
15 Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject
16 Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
17 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
18 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
19 could perform as advertised only by emitting NOx at levels that are greater than advertised and
20 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
21 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
22 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
23 would have paid less for it, had he/she known that it did not comply with emission standards; that

1 its emission treatment system was designed to de-activate during real-world driving conditions;
2 and that it could not achieve the advertised towing power, performance, and/or fuel economy
3 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
4 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
5 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

6 928. Plaintiff, Stanley & Anita Collins (for the purpose of this paragraph, "Plaintiff"), a
7 citizen of the State of Oklahoma residing in the City of Sallisaw, bought a 2014 Dodge Ram 1500
8 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about October 22,
9 2018, at Auto Finders, an authorized FCA dealer in Roland, Oklahoma. Plaintiff decided to buy
10 the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
11 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
12 Subject Vehicles were represented as environmentally friendly, having low emissions and good
13 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
14 When Plaintiff went to Auto Finders to purchase the Subject Vehicle, the sales associate touted the
15 Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
16 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
17 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
18 could perform as advertised only by emitting NOx at levels that are greater than advertised and
19 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
20 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
21 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
22 would have paid less for it, had he/she known that it did not comply with emission standards; that
23 its emission treatment system was designed to de-activate during real-world driving conditions;

1 and that it could not achieve the advertised towing power, performance, and/or fuel economy
2 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
3 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
4 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

5 929. Plaintiff, Jocko Vermillion (for the purpose of this paragraph, "Plaintiff"), a citizen
6 of the State of Ohio residing in the City of Tallmadge, bought a 2014 Dodge Ram 1500
7 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about December 1,
8 2016, at Fred Martin, an authorized FCA dealer in Barberton, Ohio. Plaintiff decided to buy the
9 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
10 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
11 Subject Vehicles were represented as environmentally friendly, having low emissions and good
12 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
13 When Plaintiff went to Fred Martin to purchase the Subject Vehicle, the sales associate touted the
14 Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
15 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
16 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
17 could perform as advertised only by emitting NOx at levels that are greater than advertised and
18 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
19 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
20 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
21 would have paid less for it, had he/she known that it did not comply with emission standards; that
22 its emission treatment system was designed to de-activate during real-world driving conditions;
23 and that it could not achieve the advertised towing power, performance, and/or fuel economy

1 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
2 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
3 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

4 930. Plaintiff, Thomas & Jean Mikle (for the purpose of this paragraph, "Plaintiff"), a
5 citizen of the State of Wisconsin residing in the City of Rhinelander, bought a 2015 Dodge Ram
6 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about February
7 1, 2015, at Wilcox Chrysler Dodge Jeep Ram, an authorized FCA dealer in Forest Lake,
8 Minnesota. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations
9 that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls
10 visiting the Ram website, on which the Subject Vehicles were represented as environmentally
11 friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television
12 commercials about the Subject Vehicles. When Plaintiff went to Wilcox Chrysler Dodge Jeep
13 Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel®
14 attributes, including its fuel economy and performance. These representations, along with the
15 advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At
16 the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised
17 only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was
18 Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized
19 emission control devices designed to cheat emission tests and to deceive consumers and regulators.
20 Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she
21 known that it did not comply with emission standards; that its emission treatment system was
22 designed to de-activate during real-world driving conditions; and that it could not achieve the
23 advertised towing power, performance, and/or fuel economy without cheating emission tests.

1 Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct,
2 and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants
3 not concealed the unauthorized emission control devices.

4 931. Plaintiff, Troy Young (for the purpose of this paragraph, "Plaintiff"), a citizen of
5 the State of Pennsylvania residing in the City of Belle Vernon, bought a 2014 Dodge Ram 1500
6 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 26, 2018,
7 at Small Buick GMC Cadillac, an authorized FCA dealer in Greensburg, Pennsylvania. Plaintiff
8 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
9 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
10 website, on which the Subject Vehicles were represented as environmentally friendly, having low
11 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
12 Subject Vehicles. When Plaintiff went to Small Buick GMC Cadillac to purchase the Subject
13 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
14 economy and performance. These representations, along with the advertised fuel economy, were
15 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
16 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
17 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
18 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
19 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
20 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
21 emission standards; that its emission treatment system was designed to de-activate during real-
22 world driving conditions; and that it could not achieve the advertised towing power, performance,
23 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a

1 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
2 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
3 control devices.

4 932. Plaintiff, Ashleigh Webster (for the purpose of this paragraph, "Plaintiff"), a citizen
5 of the State of New York residing in the City of Ovid, bought a 2014 Jeep Grand Cherokee
6 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about October 19,
7 2017, at Friendly Dodge Chrysler Jeep, an authorized FCA dealer in Penn Yan, New York.
8 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
9 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep
10 website, on which the Subject Vehicles were represented as environmentally friendly, having low
11 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
12 Subject Vehicles. When Plaintiff went to Friendly Dodge Chrysler Jeep to purchase the Subject
13 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
14 economy and performance. These representations, along with the advertised fuel economy, were
15 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
16 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
17 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
18 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
19 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
20 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
21 emission standards; that its emission treatment system was designed to de-activate during real-
22 world driving conditions; and that it could not achieve the advertised towing power, performance,
23 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a

1 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
2 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
3 control devices.

4 933. Plaintiff, Michael Chandler (for the purpose of this paragraph, "Plaintiff"), a citizen
5 of the State of Oklahoma residing in the City of Cement, bought a 2014 Dodge Ram 1500
6 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 1, 2014,
7 at Byford Chrysler Dodge Jeep Ram of Chickasha, an authorized FCA dealer in Chickasha,
8 Oklahoma. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations
9 that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls
10 visiting the Ram website, on which the Subject Vehicles were represented as environmentally
11 friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television
12 commercials about the Subject Vehicles. When Plaintiff went to Byford Chrysler Dodge Jeep
13 Ram of Chickasha to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's
14 EcoDiesel® attributes, including its fuel economy and performance. These representations, along
15 with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject
16 Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as
17 advertised only by emitting NOx at levels that are greater than advertised and above legal limits.
18 Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and
19 unauthorized emission control devices designed to cheat emission tests and to deceive consumers
20 and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less
21 for it, had he/she known that it did not comply with emission standards; that its emission treatment
22 system was designed to de-activate during real-world driving conditions; and that it could not
23 achieve the advertised towing power, performance, and/or fuel economy without cheating

1 emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of
2 Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid
3 less for it, had Defendants not concealed the unauthorized emission control devices.

4 934. Plaintiff, Bill Sorensen (for the purpose of this paragraph, "Plaintiff"), a citizen of
5 the State of New York residing in the City of Clifton Springs, bought a 2015 Dodge Ram 1500
6 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about September 1,
7 2015, at Stephen Wade Chrysler Jeep Dodge, an authorized FCA dealer in Saint George, Utah.
8 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
9 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
10 website, on which the Subject Vehicles were represented as environmentally friendly, having low
11 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
12 Subject Vehicles. When Plaintiff went to Stephen Wade Chrysler Jeep Dodge to purchase the
13 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
14 its fuel economy and performance. These representations, along with the advertised fuel economy,
15 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
16 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
17 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
18 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
19 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
20 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
21 comply with emission standards; that its emission treatment system was designed to de-activate
22 during real-world driving conditions; and that it could not achieve the advertised towing power,
23 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a

1 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
2 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
3 unauthorized emission control devices.

4 935. Plaintiff, Steven & Jennifer Weir (for the purpose of this paragraph, "Plaintiff"), a
5 citizen of the State of Oregon residing in the City of Junction City, bought a 2016 Dodge Ram
6 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about July 29,
7 2018, at Kendall Chevrolet, an authorized FCA dealer in Eugene, Oregon. Plaintiff decided to buy
8 the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
9 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
10 Subject Vehicles were represented as environmentally friendly, having low emissions and good
11 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
12 When Plaintiff went to Kendall Chevrolet to purchase the Subject Vehicle, the sales associate
13 touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance.
14 These representations, along with the advertised fuel economy, were among the primary reasons
15 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
16 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
17 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
18 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
19 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
20 would have paid less for it, had he/she known that it did not comply with emission standards; that
21 its emission treatment system was designed to de-activate during real-world driving conditions;
22 and that it could not achieve the advertised towing power, performance, and/or fuel economy
23 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate

1 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
2 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

3 936. Plaintiff, Sterling Lee Whitley, Jr. (for the purpose of this paragraph, "Plaintiff"),
4 a citizen of the State of Arizona residing in the City of Gilbert, leased a 2016 Dodge Ram 1500
5 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about March 15, 2016,
6 at Tempe Dodge Chrysler Jeep Ram, an authorized FCA dealer in Tempe, Arizona. Plaintiff
7 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
8 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
9 website, on which the Subject Vehicles were represented as environmentally friendly, having low
10 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
11 Subject Vehicles. When Plaintiff went to Tempe Dodge Chrysler Jeep Ram to lease the Subject
12 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
13 economy and performance. These representations, along with the advertised fuel economy, were
14 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of lease, Plaintiff did
15 not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that
16 are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
17 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
18 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have leased the
19 Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
20 emission standards; that its emission treatment system was designed to de-activate during real-
21 world driving conditions; and that it could not achieve the advertised towing power, performance,
22 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
23 direct and proximate result of Defendants' misconduct, and would not have leased the Subject

1 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
2 control devices.

3 937. Plaintiff, David Bergeron (for the purpose of this paragraph, “Plaintiff”), a citizen
4 of the State of Louisiana residing in the City of Eunice, bought a 2014 Dodge Ram 1500
5 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about December 31,
6 2017, at Sterling Automotive, an authorized FCA dealer in Eunice, Louisiana. Plaintiff decided to
7 buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle
8 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
9 Subject Vehicles were represented as environmentally friendly, having low emissions and good
10 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
11 When Plaintiff went to Sterling Automotive to purchase the Subject Vehicle, the sales associate
12 touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance.
13 These representations, along with the advertised fuel economy, were among the primary reasons
14 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
15 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
16 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
17 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
18 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
19 would have paid less for it, had he/she known that it did not comply with emission standards; that
20 its emission treatment system was designed to de-activate during real-world driving conditions;
21 and that it could not achieve the advertised towing power, performance, and/or fuel economy
22 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
23 result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would

1 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

2 938. Plaintiff, Sherry Greathouse (for the purpose of this paragraph, “Plaintiff”), a
3 citizen of the State of Utah residing in the City of Herriman, bought a 2015 Dodge Ram 1500
4 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about April 1, 2014,
5 at Larry H. Miller Chrysler Jeep Dodge Ram, an authorized FCA dealer in Sandy, Utah. Plaintiff
6 decided to buy the Subject Vehicle based in part on FCA’s representations that it was an
7 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
8 website, on which the Subject Vehicles were represented as environmentally friendly, having low
9 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
10 Subject Vehicles. When Plaintiff went to Larry H. Miller Chrysler Jeep Dodge Ram to purchase
11 the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes,
12 including its fuel economy and performance. These representations, along with the advertised fuel
13 economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of
14 purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by
15 emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff
16 aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission
17 control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff
18 would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known
19 that it did not comply with emission standards; that its emission treatment system was designed to
20 de-activate during real-world driving conditions; and that it could not achieve the advertised
21 towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has
22 suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would
23 not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not

1 concealed the unauthorized emission control devices.

2 939. Plaintiff, Amanda Dwyer (for the purpose of this paragraph, “Plaintiff”), a citizen
3 of the State of Washington residing in the City of McChord AFB, bought a 2015 Dodge Ram 1500
4 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about July 22, 2016,
5 at always Auto Group, an authorized FCA dealer in Pleasanton, Texas. Plaintiff decided to buy the
6 Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e.,
7 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
8 Subject Vehicles were represented as environmentally friendly, having low emissions and good
9 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
10 When Plaintiff went to Always Auto Group to purchase the Subject Vehicle, the sales associate
11 touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance.
12 These representations, along with the advertised fuel economy, were among the primary reasons
13 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
14 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
15 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
16 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
17 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
18 would have paid less for it, had he/she known that it did not comply with emission standards; that
19 its emission treatment system was designed to de-activate during real-world driving conditions;
20 and that it could not achieve the advertised towing power, performance, and/or fuel economy
21 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
22 result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would
23 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

1 940. Plaintiff, Chris Breaux (for the purpose of this paragraph, “Plaintiff”), a citizen of
2 the State of Mississippi residing in the City of Kiln, bought a 2015 Dodge Ram 1500 EcoDiesel®
3 (for the purpose of this paragraph, the “Subject Vehicle”) on or about January 1, 2018, at
4 AutoNation Chrysler Dodge Jeep Ram, an authorized FCA dealer in Katy, Texas. Plaintiff decided
5 to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel”
6 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on
7 which the Subject Vehicles were represented as environmentally friendly, having low emissions
8 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
9 Vehicles. When Plaintiff went to AutoNation Chrysler Dodge Jeep Ram to purchase the Subject
10 Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel
11 economy and performance. These representations, along with the advertised fuel economy, were
12 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
13 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
14 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
15 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
16 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
17 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
18 emission standards; that its emission treatment system was designed to de-activate during real-
19 world driving conditions; and that it could not achieve the advertised towing power, performance,
20 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
21 direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject
22 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
23 control devices.

1 941. Plaintiff, Christopher Fox (for the purpose of this paragraph, “Plaintiff”), a citizen
2 of the State of North Carolina residing in the City of Oak Island, bought a 2016 Dodge Ram 1500
3 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about September 10
4 ,2016, at Mac Haik Chrysler Jeep Dodge Ram, an authorized FCA dealer in Temple, Texas.
5 Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an
6 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
7 website, on which the Subject Vehicles were represented as environmentally friendly, having low
8 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
9 Subject Vehicles. When Plaintiff went to Mac Haik Chrysler Jeep Dodge Ram to purchase the
10 Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including
11 its fuel economy and performance. These representations, along with the advertised fuel economy,
12 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
13 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
14 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
15 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
16 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
17 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
18 comply with emission standards; that its emission treatment system was designed to de-activate
19 during real-world driving conditions; and that it could not achieve the advertised towing power,
20 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
21 concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have
22 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
23 unauthorized emission control devices.

1 942. Plaintiff, Matthew Kyle (for the purpose of this paragraph, “Plaintiff”), a citizen of
2 the State of Texas residing in the City of Driftwood, bought a 2015 Jeep Grand Cherokee
3 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about August 23,
4 2017, at Covert Jeep Austin, an authorized FCA dealer in Austin, Texas. Plaintiff decided to buy
5 the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e.,
6 reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the
7 Subject Vehicles were represented as environmentally friendly, having low emissions and good
8 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
9 When Plaintiff went to Covert Jeep Austin to purchase the Subject Vehicle, the sales associate
10 touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance.
11 These representations, along with the advertised fuel economy, were among the primary reasons
12 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
13 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
14 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
15 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
16 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
17 would have paid less for it, had he/she known that it did not comply with emission standards; that
18 its emission treatment system was designed to de-activate during real-world driving conditions;
19 and that it could not achieve the advertised towing power, performance, and/or fuel economy
20 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
21 result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would
22 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

23 943. Plaintiff, Robert Durante (for the purpose of this paragraph, “Plaintiff”), a citizen

1 of the State of Louisiana residing in the City of Keithville, bought a 2015 Dodge Ram 1500
2 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about September 4,
3 2017, at Greenville Chrysler Dodge Jeep Ram, an authorized FCA dealer in Greenville, Texas.
4 Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an
5 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
6 website, on which the Subject Vehicles were represented as environmentally friendly, having low
7 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
8 Subject Vehicles. When Plaintiff went to Greenville Chrysler Dodge Jeep Ram to purchase the
9 Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including
10 its fuel economy and performance. These representations, along with the advertised fuel economy,
11 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
12 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
13 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
14 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
15 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
16 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
17 comply with emission standards; that its emission treatment system was designed to de-activate
18 during real-world driving conditions; and that it could not achieve the advertised towing power,
19 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
20 concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have
21 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
22 unauthorized emission control devices.

23 944. Plaintiff, Casey & Jerri Wheeler (for the purpose of this paragraph, “Plaintiff”), a

1 citizen of the State of Oklahoma residing in the City of Tecumseh, bought a 2016 Jeep Grand
2 Cherokee EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about
3 August 30, 2016, at James Hodge Motors, an authorized FCA dealer in Paris, Texas. Plaintiff
4 decided to buy the Subject Vehicle based in part on FCA’s representations that it was an
5 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep
6 website, on which the Subject Vehicles were represented as environmentally friendly, having low
7 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
8 Subject Vehicles. When Plaintiff went to James Hodge Motors to purchase the Subject Vehicle,
9 the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy
10 and performance. These representations, along with the advertised fuel economy, were among the
11 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
12 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
13 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
14 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
15 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
16 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
17 standards; that its emission treatment system was designed to de-activate during real-world driving
18 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
19 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
20 proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle,
21 or would have paid less for it, had Defendants not concealed the unauthorized emission control
22 devices.

23 945. Plaintiff, David Jarzamski (for the purpose of this paragraph, “Plaintiff”), a citizen

1 of the State of Texas residing in the City of Arlington, bought a 2015 Dodge Ram 1500
2 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about January 2, 2015,
3 at Clay Cooley Chrysler Jeep Dodge Ram, an authorized FCA dealer in Irving, Texas. Plaintiff
4 decided to buy the Subject Vehicle based in part on FCA’s representations that it was an
5 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
6 website, on which the Subject Vehicles were represented as environmentally friendly, having low
7 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
8 Subject Vehicles. When Plaintiff went to Clay Cooley Chrysler Jeep Dodge Ram to purchase the
9 Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including
10 its fuel economy and performance. These representations, along with the advertised fuel economy,
11 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
12 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
13 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
14 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
15 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
16 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
17 comply with emission standards; that its emission treatment system was designed to de-activate
18 during real-world driving conditions; and that it could not achieve the advertised towing power,
19 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
20 concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have
21 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
22 unauthorized emission control devices.

23 946. Plaintiff, Gaersen Bailey (for the purpose of this paragraph, “Plaintiff”), a citizen

1 of the State of Texas residing in the City of Kingwood, bought a 2015 Dodge Ram 1500
2 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about November 1,
3 2016, at Texas Direct Auto, an authorized FCA dealer in Kingwood, Texas. Plaintiff decided to
4 buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle
5 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
6 Subject Vehicles were represented as environmentally friendly, having low emissions and good
7 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
8 When Plaintiff went to Texas Direct Auto to purchase the Subject Vehicle, the sales associate
9 touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance.
10 These representations, along with the advertised fuel economy, were among the primary reasons
11 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
12 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
13 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
14 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
15 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
16 would have paid less for it, had he/she known that it did not comply with emission standards; that
17 its emission treatment system was designed to de-activate during real-world driving conditions;
18 and that it could not achieve the advertised towing power, performance, and/or fuel economy
19 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
20 result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would
21 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

22 947. Plaintiff, Michael Burkart (for the purpose of this paragraph, “Plaintiff”), a citizen
23 of the State of Texas residing in the City of Bonham, bought a 2015 Dodge Ram 1500 EcoDiesel®

(for the purpose of this paragraph, the “Subject Vehicle”) on or about August 1, 2014, at Allen Samuels Chrysler Dodge Jeep, an authorized FCA dealer in Fort Worth, Texas. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Allen Samuels Chrysler Dodge Jeep to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

948. Plaintiff, Santiago Deleon (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Texas residing in the City of Harlingen, bought a 2016 Dodge Ram 1500

1 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about June 1, 2016,
2 at Bert Ogden Chrysler Dodge Jeep Ram, an authorized FCA dealer in Harlingen, Texas. Plaintiff
3 decided to buy the Subject Vehicle based in part on FCA’s representations that it was an
4 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
5 website, on which the Subject Vehicles were represented as environmentally friendly, having low
6 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
7 Subject Vehicles. When Plaintiff went to Bert Ogden Chrysler Dodge Jeep Ram to purchase the
8 Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including
9 its fuel economy and performance. These representations, along with the advertised fuel economy,
10 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
11 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
12 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
13 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
14 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
15 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
16 comply with emission standards; that its emission treatment system was designed to de-activate
17 during real-world driving conditions; and that it could not achieve the advertised towing power,
18 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
19 concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have
20 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
21 unauthorized emission control devices.

22 949. Plaintiff, Casey Perry (for the purpose of this paragraph, “Plaintiff”), a citizen of
23 the State of Texas residing in the City of Waco, bought a 2014 Dodge Ram 1500 EcoDiesel® (for

1 the purpose of this paragraph, the “Subject Vehicle”) on or about September 5, 2016, at Greenville
2 Chrysler, an authorized FCA dealer in Greenville, Texas. Plaintiff decided to buy the Subject
3 Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced
4 emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject
5 Vehicles were represented as environmentally friendly, having low emissions and good fuel
6 economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When
7 Plaintiff went to Greenville Chrysler to purchase the Subject Vehicle, the sales associate touted
8 the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These
9 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
10 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
11 could perform as advertised only by emitting NOx at levels that are greater than advertised and
12 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
13 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
14 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
15 would have paid less for it, had he/she known that it did not comply with emission standards; that
16 its emission treatment system was designed to de-activate during real-world driving conditions;
17 and that it could not achieve the advertised towing power, performance, and/or fuel economy
18 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
19 result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would
20 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

21 950. Plaintiff, Landin Longtin (for the purpose of this paragraph, “Plaintiff”), a citizen
22 of the State of Texas residing in the City of Cypress, bought a 2014 Dodge Ram 1500 EcoDiesel®
23 (for the purpose of this paragraph, the “Subject Vehicle”) on or about May 30, 2016, at Baytown

1 Ford, an authorized FCA dealer in East Baytown, Texas. Plaintiff decided to buy the Subject
2 Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced
3 emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject
4 Vehicles were represented as environmentally friendly, having low emissions and good fuel
5 economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When
6 Plaintiff went to Baytown Ford to purchase the Subject Vehicle, the sales associate touted the
7 Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
8 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
9 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
10 could perform as advertised only by emitting NOx at levels that are greater than advertised and
11 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
12 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
13 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
14 would have paid less for it, had he/she known that it did not comply with emission standards; that
15 its emission treatment system was designed to de-activate during real-world driving conditions;
16 and that it could not achieve the advertised towing power, performance, and/or fuel economy
17 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
18 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
19 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

20 951. Plaintiff, Scott Reeves (for the purpose of this paragraph, "Plaintiff"), a citizen of
21 the State of New York residing in the City of Victor, bought a 2015 Dodge Ram 1500 EcoDiesel®
22 (for the purpose of this paragraph, the "Subject Vehicle") on or about January 11, 2017, at Texas
23 Direct Auto, an authorized FCA dealer in Stafford, Texas. Plaintiff decided to buy the Subject

1 Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced
2 emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject
3 Vehicles were represented as environmentally friendly, having low emissions and good fuel
4 economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When
5 Plaintiff went to Texas Direct Auto to purchase the Subject Vehicle, the sales associate touted the
6 Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
7 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
8 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
9 could perform as advertised only by emitting NOx at levels that are greater than advertised and
10 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
11 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
12 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
13 would have paid less for it, had he/she known that it did not comply with emission standards; that
14 its emission treatment system was designed to de-activate during real-world driving conditions;
15 and that it could not achieve the advertised towing power, performance, and/or fuel economy
16 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
17 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
18 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

19 952. Plaintiff, Edward Constantinescu (for the purpose of this paragraph, "Plaintiff"), a
20 citizen of the State of Texas residing in the City of Montgomery, bought a 2015 Dodge Ram 1500
21 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 29, 2016,
22 at AutoNation Chrysler Dodge Jeep Ram, an authorized FCA dealer in Katy, Texas. Plaintiff
23 decided to buy the Subject Vehicle based in part on FCA's representations that it was n

1 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
2 website, on which the Subject Vehicles were represented as environmentally friendly, having low
3 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
4 Subject Vehicles. When Plaintiff went to AutoNation Chrysler Dodge Jeep Ram to purchase the
5 Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including
6 its fuel economy and performance. These representations, along with the advertised fuel economy,
7 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
8 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
9 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
10 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
11 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
12 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
13 comply with emission standards; that its emission treatment system was designed to de-activate
14 during real-world driving conditions; and that it could not achieve the advertised towing power,
15 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
16 concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have
17 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
18 unauthorized emission control devices.

19 953. Plaintiff, Christopher Vigil (for the purpose of this paragraph, “Plaintiff”), a citizen
20 of the State of Tennessee residing in the City of Gallatin, bought a 2014 Dodge Ram 1500
21 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about February 5,
22 2018, at Carmax, an authorized FCA dealer in Madison, Texas. Plaintiff decided to buy the Subject
23 Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced

1 emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject
2 Vehicles were represented as environmentally friendly, having low emissions and good fuel
3 economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When
4 Plaintiff went to Carmax to purchase the Subject Vehicle, the sales associate touted the Subject
5 Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
6 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
7 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
8 could perform as advertised only by emitting NOx at levels that are greater than advertised and
9 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
10 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
11 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
12 would have paid less for it, had he/she known that it did not comply with emission standards; that
13 its emission treatment system was designed to de-activate during real-world driving conditions;
14 and that it could not achieve the advertised towing power, performance, and/or fuel economy
15 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
16 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
17 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

18 954. Plaintiff, Luke D. Knighten (for the purpose of this paragraph, "Plaintiff"), a citizen
19 of the State of Texas residing in the City of San Antonio, bought a 2016 Dodge Ram 1500
20 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about September 26,
21 2016, at Bluebonnet Chrysler Dodge, an authorized FCA dealer in New Braunfels, Texas. Plaintiff
22 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
23 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram

1 website, on which the Subject Vehicles were represented as environmentally friendly, having low
2 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
3 Subject Vehicles. When Plaintiff went to Bluebonnet Chrysler Dodge to purchase the Subject
4 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
5 economy and performance. These representations, along with the advertised fuel economy, were
6 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
7 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
8 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
9 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
10 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
11 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
12 emission standards; that its emission treatment system was designed to de-activate during real-
13 world driving conditions; and that it could not achieve the advertised towing power, performance,
14 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
15 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
16 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
17 control devices.

18 955. Plaintiff, Justin & Chelsey Leasman (for the purpose of this paragraph, "Plaintiff"),
19 a citizen of the State of Texas residing in the City of Cleveland, bought a 2016 Dodge Ram 1500
20 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about August 1, 2016,
21 at Mac Haik Chrysler Dodge Jeep Ram, an authorized FCA dealer in Houston, Texas. Plaintiff
22 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
23 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram

1 website, on which the Subject Vehicles were represented as environmentally friendly, having low
2 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
3 Subject Vehicles. When Plaintiff went to Mac Haik Chrysler Dodge Jeep Ram to purchase the
4 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
5 its fuel economy and performance. These representations, along with the advertised fuel economy,
6 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
7 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
8 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
9 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
10 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
11 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
12 comply with emission standards; that its emission treatment system was designed to de-activate
13 during real-world driving conditions; and that it could not achieve the advertised towing power,
14 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
15 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
16 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
17 unauthorized emission control devices.

18 956. Plaintiff, Joshua Berna (for the purpose of this paragraph, "Plaintiff"), a citizen of
19 the State of Texas residing in the City of Burleson, bought a 2015 Dodge Ram 1500 EcoDiesel®
20 (for the purpose of this paragraph, the "Subject Vehicle") on or about May 3, 2018, at Burleson
21 Nissan, an authorized FCA dealer in Burleson, Texas. Plaintiff decided to buy the Subject Vehicle
22 based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions
23 and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were

1 represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff
2 also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to
3 Burleson Nissan to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's
4 EcoDiesel® attributes, including its fuel economy and performance. These representations, along
5 with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject
6 Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as
7 advertised only by emitting NOx at levels that are greater than advertised and above legal limits.
8 Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and
9 unauthorized emission control devices designed to cheat emission tests and to deceive consumers
10 and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less
11 for it, had he/she known that it did not comply with emission standards; that its emission treatment
12 system was designed to de-activate during real-world driving conditions; and that it could not
13 achieve the advertised towing power, performance, and/or fuel economy without cheating
14 emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of
15 Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid
16 less for it, had Defendants not concealed the unauthorized emission control devices.

17 957. Plaintiff, Robert McMichael (for the purpose of this paragraph, "Plaintiff"), a
18 citizen of the State of Texas residing in the City of San Antonio, bought a 2015 Dodge Ram 1500
19 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about November 26,
20 2015, at Ancira Chrysler Jeep Dodge Ram, an authorized FCA dealer in San Antonio, Texas.
21 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
22 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
23 website, on which the Subject Vehicles were represented as environmentally friendly, having low

1 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
2 Subject Vehicles. When Plaintiff went to Ancira Chrysler Jeep Dodge Ram to purchase the Subject
3 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
4 economy and performance. These representations, along with the advertised fuel economy, were
5 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
6 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
7 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
8 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
9 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
10 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
11 emission standards; that its emission treatment system was designed to de-activate during real-
12 world driving conditions; and that it could not achieve the advertised towing power, performance,
13 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
14 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
15 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
16 control devices.

17 958. Plaintiff, Michael Gunderson (for the purpose of this paragraph, "Plaintiff"), a
18 citizen of the State of Montana residing in the City of Plentywood, bought a 2014 Dodge Ram
19 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about November
20 1, 2015, at Dick Poe Dodge Ram, an authorized FCA dealer in El Paso, Texas. Plaintiff decided
21 to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel"
22 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on
23 which the Subject Vehicles were represented as environmentally friendly, having low emissions

1 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
2 Vehicles. When Plaintiff went to Dick Poe Dodge Ram to purchase the Subject Vehicle, the sales
3 associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
4 performance. These representations, along with the advertised fuel economy, were among the
5 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
6 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
7 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
8 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
9 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
10 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
11 standards; that its emission treatment system was designed to de-activate during real-world driving
12 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
13 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
14 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
15 or would have paid less for it, had Defendants not concealed the unauthorized emission control
16 devices.

17 959. Plaintiff, William Ryan (for the purpose of this paragraph, "Plaintiff"), a citizen of
18 the State of North Carolina residing in the City of Chapin, bought a 2015 Dodge Ram 1500
19 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about January 2, 2018,
20 at All Star Ford Kilgore, an authorized FCA dealer in Kilgore, Texas. Plaintiff decided to buy the
21 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
22 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
23 Subject Vehicles were represented as environmentally friendly, having low emissions and good

1 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
2 When Plaintiff went to Allstar Ford Kilgore to purchase the Subject Vehicle, the sales associate
3 touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance.
4 These representations, along with the advertised fuel economy, were among the primary reasons
5 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
6 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
7 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
8 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
9 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
10 would have paid less for it, had he/she known that it did not comply with emission standards; that
11 its emission treatment system was designed to de-activate during real-world driving conditions;
12 and that it could not achieve the advertised towing power, performance, and/or fuel economy
13 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
14 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
15 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

16 960. Plaintiff, Christopher Lewis (for the purpose of this paragraph, "Plaintiff"), a
17 citizen of the State of Texas residing in the City of Plano, bought a 2015 Dodge Ram 1500
18 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about August 7, 2018,
19 at Frisco Chrysler Dodge Jeep Ram, an authorized FCA dealer in Frisco, Texas. Plaintiff decided
20 to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel"
21 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on
22 which the Subject Vehicles were represented as environmentally friendly, having low emissions
23 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject

1 Vehicles. When Plaintiff went to Frisco Chrysler Dodge Jeep Ram to purchase the Subject
2 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
3 economy and performance. These representations, along with the advertised fuel economy, were
4 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
5 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
6 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
7 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
8 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
9 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
10 emission standards; that its emission treatment system was designed to de-activate during real-
11 world driving conditions; and that it could not achieve the advertised towing power, performance,
12 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
13 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
14 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
15 control devices.

16 961. Plaintiff, Richard Randolph (for the purpose of this paragraph, "Plaintiff"), a
17 citizen of the State of Louisiana residing in the City of Slidell, bought a 2015 Dodge Ram 1500
18 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about May 1, 2015,
19 at Bluebonnet Chrysler Dodge, an authorized FCA dealer in New Braunfels, Texas. Plaintiff
20 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
21 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
22 website, on which the Subject Vehicles were represented as environmentally friendly, having low
23 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the

1 Subject Vehicles. When Plaintiff went to Bluebonnet Chrysler Dodge to purchase the Subject
2 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
3 economy and performance. These representations, along with the advertised fuel economy, were
4 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
5 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
6 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
7 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
8 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
9 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
10 emission standards; that its emission treatment system was designed to de-activate during real-
11 world driving conditions; and that it could not achieve the advertised towing power, performance,
12 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
13 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
14 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
15 control devices.

16 962. Plaintiff, William Thomas (for the purpose of this paragraph, "Plaintiff"), a citizen
17 of the State of Texas residing in the City of Sanderson, bought a 2016 Dodge Ram 1500
18 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 4, 2016,
19 at All American Dodge, an authorized FCA dealer in Odessa, Texas. Plaintiff decided to buy the
20 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
21 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
22 Subject Vehicles were represented as environmentally friendly, having low emissions and good
23 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.

1 When Plaintiff went to All American Dodge to purchase the Subject Vehicle, the sales associate
2 touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance.
3 These representations, along with the advertised fuel economy, were among the primary reasons
4 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
5 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
6 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
7 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
8 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
9 would have paid less for it, had he/she known that it did not comply with emission standards; that
10 its emission treatment system was designed to de-activate during real-world driving conditions;
11 and that it could not achieve the advertised towing power, performance, and/or fuel economy
12 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
13 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
14 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

15 963. Plaintiff, Scott Johnson (for the purpose of this paragraph, "Plaintiff"), a citizen of
16 the State of Texas residing in the City of Stephenville, bought a 2014 Dodge Ram 1500
17 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about November 1,
18 2014, at Brunner Motors, an authorized FCA dealer in Stephenville, Texas. Plaintiff decided to
19 buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle
20 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
21 Subject Vehicles were represented as environmentally friendly, having low emissions and good
22 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
23 When Plaintiff went to Brunner Motors to purchase the Subject Vehicle, the sales associate touted

1 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
2 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
3 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
4 could perform as advertised only by emitting NOx at levels that are greater than advertised and
5 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
6 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
7 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
8 would have paid less for it, had he/she known that it did not comply with emission standards; that
9 its emission treatment system was designed to de-activate during real-world driving conditions;
10 and that it could not achieve the advertised towing power, performance, and/or fuel economy
11 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
12 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
13 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

14 964. Plaintiff, Andrew Defayette (for the purpose of this paragraph, "Plaintiff"), a
15 citizen of the State of Texas residing in the City of Knoxville, bought a 2016 Dodge Ram 1500
16 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about May 3, 2016,
17 at AutoNation Chrysler Dodge Jeep Ram, an authorized FCA dealer in Houston, Texas. Plaintiff
18 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
19 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
20 website, on which the Subject Vehicles were represented as environmentally friendly, having low
21 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
22 Subject Vehicles. When Plaintiff went to AutoNation Chrysler Dodge Jeep Ram to purchase the
23 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including

1 its fuel economy and performance. These representations, along with the advertised fuel economy,
2 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
3 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
4 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
5 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
6 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
7 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
8 comply with emission standards; that its emission treatment system was designed to de-activate
9 during real-world driving conditions; and that it could not achieve the advertised towing power,
10 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
11 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
12 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
13 unauthorized emission control devices.

14 965. Plaintiff, Karen Gilcrease (for the purpose of this paragraph, "Plaintiff"), a citizen
15 of the State of Texas residing in the City of Zavalla, bought a 2014 Dodge Ram 1500 EcoDiesel®
16 (for the purpose of this paragraph, the "Subject Vehicle") on or about October 6, 2016, at Southern
17 Chrysler Dodge Jeep, Ltd., an authorized FCA dealer in Lufkin, Texas. Plaintiff decided to buy
18 the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
19 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
20 Subject Vehicles were represented as environmentally friendly, having low emissions and good
21 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
22 When Plaintiff went to Southern Chrysler Dodge Jeep, Ltd. to purchase the Subject Vehicle, the
23 sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and

1 performance. These representations, along with the advertised fuel economy, were among the
2 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
3 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
4 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
5 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
6 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
7 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
8 standards; that its emission treatment system was designed to de-activate during real-world driving
9 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
10 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
11 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
12 or would have paid less for it, had Defendants not concealed the unauthorized emission control
13 devices.

14 966. Plaintiff, William Thomas Hunt (for the purpose of this paragraph, "Plaintiff"), a
15 citizen of the State of Texas residing in the City of Sanderson, bought a 2016 Dodge Ram 1500
16 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 4, 2016,
17 at June 4, 2016, an authorized FCA dealer in Odessa, Texas. Plaintiff decided to buy the Subject
18 Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced
19 emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject
20 Vehicles were represented as environmentally friendly, having low emissions and good fuel
21 economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When
22 Plaintiff went to All American Dodge to purchase the Subject Vehicle, the sales associate touted
23 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These

1 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
2 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
3 could perform as advertised only by emitting NOx at levels that are greater than advertised and
4 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
5 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
6 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
7 would have paid less for it, had he/she known that it did not comply with emission standards; that
8 its emission treatment system was designed to de-activate during real-world driving conditions;
9 and that it could not achieve the advertised towing power, performance, and/or fuel economy
10 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
11 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
12 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

13 967. Plaintiff, Lindsay Elizabeth Weaver & Jackie Graber, Jr. (for the purpose of this
14 paragraph, "Plaintiff"), a citizen of the State of Florida residing in the City of Crestview, bought a
15 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on
16 or about July 25, 2018, at Vernon Auto Group, an authorized FCA dealer in Vernon, Texas.
17 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
18 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
19 website, on which the Subject Vehicles were represented as environmentally friendly, having low
20 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
21 Subject Vehicles. When Plaintiff went to Vernon Auto Group to purchase the Subject Vehicle,
22 the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy
23 and performance. These representations, along with the advertised fuel economy, were among the

1 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
2 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
3 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
4 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
5 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
6 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
7 standards; that its emission treatment system was designed to de-activate during real-world driving
8 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
9 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
10 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
11 or would have paid less for it, had Defendants not concealed the unauthorized emission control
12 devices.

13 968. Plaintiff, Kenneth Kana (for the purpose of this paragraph, "Plaintiff"), a citizen of
14 the State of Texas residing in the City of Katy, bought a 2014 Dodge Ram 1500 EcoDiesel® (for
15 the purpose of this paragraph, the "Subject Vehicle") on or about July 5, 2014, at Northwest
16 Chrysler Jeep Dodge Ram, an authorized FCA dealer in Houston, Texas. Plaintiff decided to buy
17 the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
18 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
19 Subject Vehicles were represented as environmentally friendly, having low emissions and good
20 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
21 When Plaintiff went to Northwest Chrysler Jeep Dodge Ram to purchase the Subject Vehicle, the
22 sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
23 performance. These representations, along with the advertised fuel economy, were among the

1 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
2 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
3 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
4 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
5 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
6 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
7 standards; that its emission treatment system was designed to de-activate during real-world driving
8 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
9 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
10 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
11 or would have paid less for it, had Defendants not concealed the unauthorized emission control
12 devices.

13 969. Plaintiff, Patrick & Lauren McCraw (for the purpose of this paragraph, "Plaintiff"),
14 a citizen of the State of Texas residing in the City of Plano, bought a 2014 Jeep Grand Cherokee
15 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about November 6,
16 2013, at Huffines Chrysler Jeep Dodge Ram, an authorized FCA dealer in Plano, Texas. Plaintiff
17 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
18 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep
19 website, on which the Subject Vehicles were represented as environmentally friendly, having low
20 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
21 Subject Vehicles. When Plaintiff went to Huffines Chrysler Jeep Dodge Ram to purchase the
22 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
23 its fuel economy and performance. These representations, along with the advertised fuel economy,

1 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
2 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
3 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
4 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
5 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
6 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
7 comply with emission standards; that its emission treatment system was designed to de-activate
8 during real-world driving conditions; and that it could not achieve the advertised towing power,
9 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
10 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
11 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
12 unauthorized emission control devices.

13 970. Plaintiff, Stephen Watson (for the purpose of this paragraph, "Plaintiff"), a citizen
14 of the State of Texas residing in the City of Aledo, leased a 2016 Dodge Ram 1500EcoDiesel®
15 (for the purpose of this paragraph, the "Subject Vehicle") on or about May 1, 2016, at Huffines
16 Chrysler Dodge Jeep Ram, an authorized FCA dealer in Plano, Texas. Plaintiff decided to buy the
17 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
18 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
19 Subject Vehicles were represented as environmentally friendly, having low emissions and good
20 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
21 When Plaintiff went to Huffines Chrysler Dodge Jeep Ram to lease the Subject Vehicle, the sales
22 associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
23 performance. These representations, along with the advertised fuel economy, were among the

1 primary reasons Plaintiff chose the Subject Vehicle. At the time of lease, Plaintiff did not know
2 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
3 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
4 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
5 tests and to deceive consumers and regulators. Plaintiff would not have leased the Subject Vehicle,
6 or would have paid less for it, had he/she known that it did not comply with emission standards;
7 that its emission treatment system was designed to de-activate during real-world driving
8 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
9 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
10 proximate result of Defendants' misconduct, and would not have leased the Subject Vehicle, or
11 would have paid less for it, had Defendants not concealed the unauthorized emission control
12 devices.

13 971. Plaintiff, Jennifer Jones (for the purpose of this paragraph, "Plaintiff"), a citizen of
14 the State of Texas residing in the City of Waco, bought a 2015 Dodge Ram 1500 EcoDiesel® (for
15 the purpose of this paragraph, the "Subject Vehicle") on or about January 8, 2015, at Nyle Maxwell
16 of Austin, an authorized FCA dealer in Austin, Texas. Plaintiff decided to buy the Subject Vehicle
17 based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions
18 and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were
19 represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff
20 also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Nyle
21 Maxwell of Austin to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's
22 EcoDiesel® attributes, including its fuel economy and performance. These representations, along
23 with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject

1 Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as
2 advertised only by emitting NOx at levels that are greater than advertised and above legal limits.
3 Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and
4 unauthorized emission control devices designed to cheat emission tests and to deceive consumers
5 and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less
6 for it, had he/she known that it did not comply with emission standards; that its emission treatment
7 system was designed to de-activate during real-world driving conditions; and that it could not
8 achieve the advertised towing power, performance, and/or fuel economy without cheating
9 emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of
10 Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid
11 less for it, had Defendants not concealed the unauthorized emission control devices.

12 972. Plaintiff, Brandon Redmon (for the purpose of this paragraph, "Plaintiff"), a citizen
13 of the State of Texas residing in the City of Collin, purchased a 2015 Dodge Ram 1500 EcoDiesel®
14 (for the purpose of this paragraph, the "Subject Vehicle") on or about June 1, 2015, at a private
15 wholesale dealer, an authorized FCA dealer in Austin, Texas. Plaintiff decided to purchase the
16 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
17 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
18 Subject Vehicles were represented as environmentally friendly, having low emissions and good
19 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
20 When Plaintiff went to a private wholesale dealer to purchase the Subject Vehicle, the sales
21 associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
22 performance. These representations, along with the advertised fuel economy, were among the
23 primary reasons Plaintiff chose the Subject Vehicle. At the time of lease, Plaintiff did not know

1 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
2 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
3 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
4 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
5 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
6 standards; that its emission treatment system was designed to de-activate during real-world driving
7 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
8 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
9 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
10 or would have paid less for it, had Defendants not concealed the unauthorized emission control
11 devices.

12 973. Plaintiff, Brandon Redmon (for the purpose of this paragraph, "Plaintiff"), a citizen
13 of the State of Texas residing in the City of Celina, leased a 2014 Jeep Grand Cherokee
14 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about November 1,
15 2013, at Smart Auto Leasing, an authorized FCA dealer in Irving, Texas. Plaintiff decided to buy
16 the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
17 reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the
18 Subject Vehicles were represented as environmentally friendly, having low emissions and good
19 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
20 When Plaintiff went to Smart Auto Leasing to lease the Subject Vehicle, the sales associate touted
21 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
22 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
23 chose the Subject Vehicle. At the time of lease, Plaintiff did not know that the Subject Vehicle

1 could perform as advertised only by emitting NOx at levels that are greater than advertised and
2 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
3 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
4 deceive consumers and regulators. Plaintiff would not have leased the Subject Vehicle, or would
5 have paid less for it, had he/she known that it did not comply with emission standards; that its
6 emission treatment system was designed to de-activate during real-world driving conditions; and
7 that it could not achieve the advertised towing power, performance, and/or fuel economy without
8 cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of
9 Defendants' misconduct, and would not have leased the Subject Vehicle, or would have paid less
10 for it, had Defendants not concealed the unauthorized emission control devices.

11 974. Plaintiff, John Prinz (for the purpose of this paragraph, "Plaintiff"), a citizen of the
12 State of Texas residing in the City of Hutto, bought a 2014 Jeep Grand Cherokee EcoDiesel® (for
13 the purpose of this paragraph, the "Subject Vehicle") on or about July 19, 2016, at Roger Beasley
14 Hyundai New Braunfels, an authorized FCA dealer in New Braunfels, Texas. Plaintiff decided to
15 buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle
16 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the
17 Subject Vehicles were represented as environmentally friendly, having low emissions and good
18 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
19 When Plaintiff went to Roger Beasley Hyundai New Braunfels to purchase the Subject Vehicle,
20 the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy
21 and performance. These representations, along with the advertised fuel economy, were among the
22 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
23 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater

1 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
2 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
3 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
4 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
5 standards; that its emission treatment system was designed to de-activate during real-world driving
6 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
7 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
8 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
9 or would have paid less for it, had Defendants not concealed the unauthorized emission control
10 devices.

11 975. Plaintiff, Larry Alan Powles (for the purpose of this paragraph, "Plaintiff"), a
12 citizen of the State of Texas residing in the City of Kerrville, bought a 2016 Dodge Ram 1500
13 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about April 21, 2016,
14 at Bluebonnet Chrysler Dodge, an authorized FCA dealer in New Braunfels, Texas. Plaintiff
15 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
16 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
17 website, on which the Subject Vehicles were represented as environmentally friendly, having low
18 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
19 Subject Vehicles. When Plaintiff went to Bluebonnet Chrysler Dodge to purchase the Subject
20 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
21 economy and performance. These representations, along with the advertised fuel economy, were
22 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
23 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels

1 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
2 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
3 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
4 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
5 emission standards; that its emission treatment system was designed to de-activate during real-
6 world driving conditions; and that it could not achieve the advertised towing power, performance,
7 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
8 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
9 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
10 control devices.

11 976. Plaintiff, Richard Eugene Brown (for the purpose of this paragraph, "Plaintiff"), a
12 citizen of the State of Texas residing in the City of Dallas, bought a 2014 Jeep Grand Cherokee
13 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about February 15,
14 2014, at Richardson Chrysler Jeep, an authorized FCA dealer in Richardson, Texas. Plaintiff
15 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
16 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep
17 website, on which the Subject Vehicles were represented as environmentally friendly, having low
18 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
19 Subject Vehicles. When Plaintiff went to Richardson Chrysler Jeep to purchase the Subject Vehicle,
20 the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy
21 and performance. These representations, along with the advertised fuel economy, were among the
22 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
23 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater

1 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
2 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
3 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
4 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
5 standards; that its emission treatment system was designed to de-activate during real-world driving
6 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
7 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
8 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
9 or would have paid less for it, had Defendants not concealed the unauthorized emission control
10 devices.

11 977. Plaintiff, Michael & Christina Potts (for the purpose of this paragraph, "Plaintiff"),
12 a citizen of the State of Texas residing in the City of Houston, bought a 2015 Dodge Ram 1500
13 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about November 1,
14 2017, at Clearlake Dodge, an authorized FCA dealer in Webster, Texas. Plaintiff decided to buy
15 the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
16 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
17 Subject Vehicles were represented as environmentally friendly, having low emissions and good
18 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
19 When Plaintiff went to Clearlake Dodge to purchase the Subject Vehicle, the sales associate touted
20 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
21 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
22 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
23 could perform as advertised only by emitting NOx at levels that are greater than advertised and

1 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
2 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
3 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
4 would have paid less for it, had he/she known that it did not comply with emission standards; that
5 its emission treatment system was designed to de-activate during real-world driving conditions;
6 and that it could not achieve the advertised towing power, performance, and/or fuel economy
7 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
8 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
9 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

10 978. Plaintiff, Mark Madden (for the purpose of this paragraph, "Plaintiff"), a citizen of
11 the State of Texas residing in the City of San Antonio, bought a 2016 Dodge Ram 1500
12 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about September 17,
13 2016, at Nyle Maxwell of Taylor, an authorized FCA dealer in Taylor, Texas. Plaintiff decided to
14 buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle
15 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
16 Subject Vehicles were represented as environmentally friendly, having low emissions and good
17 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
18 When Plaintiff went to Nyle Maxwell of Taylor to purchase the Subject Vehicle, the sales associate
19 touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance.
20 These representations, along with the advertised fuel economy, were among the primary reasons
21 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
22 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
23 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with

1 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
2 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
3 would have paid less for it, had he/she known that it did not comply with emission standards; that
4 its emission treatment system was designed to de-activate during real-world driving conditions;
5 and that it could not achieve the advertised towing power, performance, and/or fuel economy
6 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
7 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
8 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

9 979. Plaintiff, Tony Choi (for the purpose of this paragraph, "Plaintiff"), a citizen of the
10 State of Texas residing in the City of Cypress, bought a 2014 Dodge Ram 1500 EcoDiesel® (for
11 the purpose of this paragraph, the "Subject Vehicle") on or about July 1, 2016, at Mortiz Chrysler
12 Jeep Dodge, an authorized FCA dealer in Fort Worth, Texas. Plaintiff decided to buy the Subject
13 Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced
14 emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject
15 Vehicles were represented as environmentally friendly, having low emissions and good fuel
16 economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When
17 Plaintiff went to Mortiz Chrysler Jeep Dodge to purchase the Subject Vehicle, the sales associate
18 touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance.
19 These representations, along with the advertised fuel economy, were among the primary reasons
20 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
21 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
22 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
23 undisclosed and unauthorized emission control devices designed to cheat emission tests and to

1 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
2 would have paid less for it, had he/she known that it did not comply with emission standards; that
3 its emission treatment system was designed to de-activate during real-world driving conditions;
4 and that it could not achieve the advertised towing power, performance, and/or fuel economy
5 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
6 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
7 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

8 980. Plaintiff, Joshua Gillespie (for the purpose of this paragraph, "Plaintiff"), a citizen
9 of the State of Texas residing in the City of Big Lake, bought a 2014 Dodge Ram 1500 EcoDiesel®
10 (for the purpose of this paragraph, the "Subject Vehicle") on or about October 1, 2017, at Jim Bass
11 Ford, an authorized FCA dealer in San Angelo, Texas. Plaintiff decided to buy the Subject Vehicle
12 based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions
13 and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were
14 represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff
15 also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Jim
16 Bass Ford to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's
17 EcoDiesel® attributes, including its fuel economy and performance. These representations, along
18 with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject
19 Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as
20 advertised only by emitting NOx at levels that are greater than advertised and above legal limits.
21 Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and
22 unauthorized emission control devices designed to cheat emission tests and to deceive consumers
23 and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less

1 for it, had he/she known that it did not comply with emission standards; that its emission treatment
2 system was designed to de-activate during real-world driving conditions; and that it could not
3 achieve the advertised towing power, performance, and/or fuel economy without cheating
4 emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of
5 Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid
6 less for it, had Defendants not concealed the unauthorized emission control devices.

7 981. Plaintiff, Eder Acosta (for the purpose of this paragraph, "Plaintiff"), a citizen of
8 the State of Texas residing in the City of San Antonio, bought a 2016 Dodge Ram 1500
9 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about November 1,
10 2016, at Bluebonnet Chrysler Dodge, an authorized FCA dealer in New Braunfels, Texas. Plaintiff
11 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
12 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
13 website, on which the Subject Vehicles were represented as environmentally friendly, having low
14 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
15 Subject Vehicles. When Plaintiff went to Bluebonnet Chrysler Dodge to purchase the Subject
16 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
17 economy and performance. These representations, along with the advertised fuel economy, were
18 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
19 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
20 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
21 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
22 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
23 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with

1 emission standards; that its emission treatment system was designed to de-activate during real-
2 world driving conditions; and that it could not achieve the advertised towing power, performance,
3 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
4 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
5 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
6 control devices.

7 982. Plaintiff, Lauren Leigh Brehm (for the purpose of this paragraph, "Plaintiff"), a
8 citizen of the State of Texas residing in the City of San Antonio, bought a 2015 Dodge Ram 1500
9 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about April 26, 2016,
10 at Bluebonnet Dodge, an authorized FCA dealer in New Braunfels, Texas. Plaintiff decided to buy
11 the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
12 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
13 Subject Vehicles were represented as environmentally friendly, having low emissions and good
14 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
15 When Plaintiff went to Bluebonnet Dodge to purchase the Subject Vehicle, the sales associate
16 touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance.
17 These representations, along with the advertised fuel economy, were among the primary reasons
18 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
19 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
20 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
21 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
22 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
23 would have paid less for it, had he/she known that it did not comply with emission standards; that

1 its emission treatment system was designed to de-activate during real-world driving conditions;
2 and that it could not achieve the advertised towing power, performance, and/or fuel economy
3 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
4 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
5 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

6 983. Plaintiff, Thomas 7 Tammy Samford (for the purpose of this paragraph,
7 "Plaintiff"), a citizen of the State of Texas residing in the City of Waco, bought a 2016 Dodge Ram
8 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about January
9 20, 2016, at Bossier Chrysler Jeep Dodge Ram, an authorized FCA dealer in Hillsboro, Texas.
10 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
11 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
12 website, on which the Subject Vehicles were represented as environmentally friendly, having low
13 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
14 Subject Vehicles. When Plaintiff went to Dossier Chrysler Jeep Dodge Ram to purchase the
15 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
16 its fuel economy and performance. These representations, along with the advertised fuel economy,
17 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
18 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
19 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
20 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
21 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
22 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
23 comply with emission standards; that its emission treatment system was designed to de-activate

1 during real-world driving conditions; and that it could not achieve the advertised towing power,
2 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
3 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
4 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
5 unauthorized emission control devices.

6 984. Plaintiff, Matthew Reese (for the purpose of this paragraph, "Plaintiff"), a citizen
7 of the State of Texas residing in the City of Kilgore, bought a 2014 Dodge Ram 1500 EcoDiesel®
8 (for the purpose of this paragraph, the "Subject Vehicle") on or about October 5, 2018, at Car
9 Source, an authorized FCA dealer in Tyler, Texas. Plaintiff decided to buy the Subject Vehicle
10 based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions
11 and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were
12 represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff
13 also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Car
14 Source to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's
15 EcoDiesel® attributes, including its fuel economy and performance. These representations, along
16 with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject
17 Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as
18 advertised only by emitting NOx at levels that are greater than advertised and above legal limits.
19 Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and
20 unauthorized emission control devices designed to cheat emission tests and to deceive consumers
21 and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less
22 for it, had he/she known that it did not comply with emission standards; that its emission treatment
23 system was designed to de-activate during real-world driving conditions; and that it could not

1 achieve the advertised towing power, performance, and/or fuel economy without cheating
2 emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of
3 Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid
4 less for it, had Defendants not concealed the unauthorized emission control devices.

5 985. Plaintiff, Douglas B. McLaughlin (for the purpose of this paragraph, "Plaintiff"), a
6 citizen of the State of Texas residing in the City of Abilene, bought a 2016 Dodge Ram 1500
7 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 15, 2018,
8 at Blake Fulenwider Dodge, an authorized FCA dealer in Eastland, Texas. Plaintiff decided to buy
9 the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
10 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
11 Subject Vehicles were represented as environmentally friendly, having low emissions and good
12 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
13 When Plaintiff went to Blake Fulenwider Dodge to purchase the Subject Vehicle, the sales
14 associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
15 performance. These representations, along with the advertised fuel economy, were among the
16 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
17 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
18 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
19 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
20 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
21 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
22 standards; that its emission treatment system was designed to de-activate during real-world driving
23 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel

1 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
2 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
3 or would have paid less for it, had Defendants not concealed the unauthorized emission control
4 devices.

5 986. Plaintiff, Regina Patricia Sanchez (for the purpose of this paragraph, "Plaintiff"),
6 a citizen of the State of Texas residing in the City of Corpus Christi, bought a 2015 Jeep Grand
7 Cherokee EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about March
8 8, 2016, at Grapevine Dodge Chrysler Jeep, an authorized FCA dealer in Grapevine, Texas.
9 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
10 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep
11 website, on which the Subject Vehicles were represented as environmentally friendly, having low
12 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
13 Subject Vehicles. When Plaintiff went to Grapevine Dodge Chrysler Jeep to purchase the Subject
14 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
15 economy and performance. These representations, along with the advertised fuel economy, were
16 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
17 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
18 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
19 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
20 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
21 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
22 emission standards; that its emission treatment system was designed to de-activate during real-
23 world driving conditions; and that it could not achieve the advertised towing power, performance,

1 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
2 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
3 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
4 control devices.

5 987. Plaintiff, Thomas Contreras (for the purpose of this paragraph, "Plaintiff"), a
6 citizen of the State of Texas residing in the City of San Antonio, bought a 2015 Dodge Ram 1500
7 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about August 26,
8 2015, at North Star Dodge Chrysler Jeep, an authorized FCA dealer in San Antonio, Texas.
9 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
10 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
11 website, on which the Subject Vehicles were represented as environmentally friendly, having low
12 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
13 Subject Vehicles. When Plaintiff went to North Star Dodge Chrysler Jeep to purchase the Subject
14 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
15 economy and performance. These representations, along with the advertised fuel economy, were
16 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
17 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
18 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
19 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
20 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
21 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
22 emission standards; that its emission treatment system was designed to de-activate during real-
23 world driving conditions; and that it could not achieve the advertised towing power, performance,

1 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
2 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
3 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
4 control devices.

5 988. Plaintiff, Brandon Coates (for the purpose of this paragraph, "Plaintiff"), a citizen
6 of the State of Texas residing in the City of Dalhart, bought a 2016 Dodge Ram 1500 EcoDiesel®
7 (for the purpose of this paragraph, the "Subject Vehicle") on or about February 1, 2016, at Bonham
8 Dodge, an authorized FCA dealer in Bonham, Texas. Plaintiff decided to buy the Subject Vehicle
9 based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions
10 and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were
11 represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff
12 also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to
13 Bonham Dodge to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's
14 EcoDiesel® attributes, including its fuel economy and performance. These representations, along
15 with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject
16 Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as
17 advertised only by emitting NOx at levels that are greater than advertised and above legal limits.
18 Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and
19 unauthorized emission control devices designed to cheat emission tests and to deceive consumers
20 and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less
21 for it, had he/she known that it did not comply with emission standards; that its emission treatment
22 system was designed to de-activate during real-world driving conditions; and that it could not
23 achieve the advertised towing power, performance, and/or fuel economy without cheating

1 emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of
2 Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid
3 less for it, had Defendants not concealed the unauthorized emission control devices.

4 989. Plaintiff, Christopher Fox (for the purpose of this paragraph, "Plaintiff"), a citizen
5 of the State of North Carolina residing in the City of Oak Island, bought a 2016 Dodge Ram 1500
6 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about September 10,
7 2016 at Mac Haik Chrysler Jeep Dodge Ram, an authorized FCA dealer in Temple, Texas. Plaintiff
8 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
9 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
10 website, on which the Subject Vehicles were represented as environmentally friendly, having low
11 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
12 Subject Vehicles. When Plaintiff went to Mac Haik Chrysler Jeep Dodge Ram to purchase the
13 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
14 its fuel economy and performance. These representations, along with the advertised fuel economy,
15 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
16 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
17 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
18 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
19 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
20 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
21 comply with emission standards; that its emission treatment system was designed to de-activate
22 during real-world driving conditions; and that it could not achieve the advertised towing power,
23 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a

1 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
2 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
3 unauthorized emission control devices.

4 990. Plaintiff, Michael Johnson (for the purpose of this paragraph, "Plaintiff"), a citizen
5 of the State of Texas residing in the City of Lewisville, bought a 2016 Dodge Ram 1500
6 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about March 10, 2018,
7 at Glen Polk Autoplex Chrysler, an authorized FCA dealer in Gainesville, Texas. Plaintiff decided
8 to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel"
9 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on
10 which the Subject Vehicles were represented as environmentally friendly, having low emissions
11 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
12 Vehicles. When Plaintiff went to Glen Pol Autoplex Chrysler to purchase the Subject Vehicle, the
13 sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
14 performance. These representations, along with the advertised fuel economy, were among the
15 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
16 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
17 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
18 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
19 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
20 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
21 standards; that its emission treatment system was designed to de-activate during real-world driving
22 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
23 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and

1 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
2 or would have paid less for it, had Defendants not concealed the unauthorized emission control
3 devices.

4 991. Plaintiff, Lorie Neal (for the purpose of this paragraph, "Plaintiff"), a citizen of the
5 State of Texas residing in the City of Red Oak, bought a 2014 Dodge Ram 1500 EcoDiesel® (for
6 the purpose of this paragraph, the "Subject Vehicle") on or about November 25, 2017, at Meadore
7 Dodge Chrysler Jeep Ram, an authorized FCA dealer in Fort Worth, Texas. Plaintiff decided to
8 buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle
9 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
10 Subject Vehicles were represented as environmentally friendly, having low emissions and good
11 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
12 When Plaintiff went to Meadore Dodge Chrysler Jeep Ram to purchase the Subject Vehicle, the
13 sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
14 performance. These representations, along with the advertised fuel economy, were among the
15 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
16 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
17 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
18 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
19 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
20 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
21 standards; that its emission treatment system was designed to de-activate during real-world driving
22 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
23 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and

1 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
2 or would have paid less for it, had Defendants not concealed the unauthorized emission control
3 devices.

4 992. Plaintiff, David Sweet (for the purpose of this paragraph, "Plaintiff"), a citizen of
5 the State of Texas residing in the City of Montgomery, bought a 2016 Dodge Ram 1500
6 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about July 1, 2016, at
7 Tomball Dodge, an authorized FCA dealer in Tomball, Texas. Plaintiff decided to buy the Subject
8 Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced
9 emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject
10 Vehicles were represented as environmentally friendly, having low emissions and good fuel
11 economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When
12 Plaintiff went to Tomball Dodge to purchase the Subject Vehicle, the sales associate touted the
13 Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
14 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
15 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
16 could perform as advertised only by emitting NOx at levels that are greater than advertised and
17 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
18 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
19 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
20 would have paid less for it, had he/she known that it did not comply with emission standards; that
21 its emission treatment system was designed to de-activate during real-world driving conditions;
22 and that it could not achieve the advertised towing power, performance, and/or fuel economy
23 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate

1 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
2 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

3 993. Plaintiff, Tyler Milton (for the purpose of this paragraph, "Plaintiff"), a citizen of
4 the State of Texas residing in the City of Beaumont, bought a 2014 Dodge Ram 1500 EcoDiesel®
5 (for the purpose of this paragraph, the "Subject Vehicle") on or about September 3, 2014, at Mike
6 Smith Auto Group, an authorized FCA dealer in Beaumont, Texas. Plaintiff decided to buy the
7 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
8 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
9 Subject Vehicles were represented as environmentally friendly, having low emissions and good
10 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
11 When Plaintiff went to Mike Smith Auto Group to purchase the Subject Vehicle, the sales associate
12 touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance.
13 These representations, along with the advertised fuel economy, were among the primary reasons
14 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
15 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
16 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
17 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
18 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
19 would have paid less for it, had he/she known that it did not comply with emission standards; that
20 its emission treatment system was designed to de-activate during real-world driving conditions;
21 and that it could not achieve the advertised towing power, performance, and/or fuel economy
22 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
23 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would

1 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

2 994. Plaintiff, Malissa & Pete Teriele (for the purpose of this paragraph, “Plaintiff”), a
3 citizen of the State of California residing in the City of Oceanside, bought a 2016 Dodge Ram
4 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about November
5 16, 2015, at Bob Baker Automotive, an authorized FCA dealer in Carlsbad, California. Plaintiff
6 decided to buy the Subject Vehicle based in part on FCA’s representations that it was an
7 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
8 website, on which the Subject Vehicles were represented as environmentally friendly, having low
9 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
10 Subject Vehicles. When Plaintiff went to Bob Baker Automotive to purchase the Subject Vehicle,
11 the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy
12 and performance. These representations, along with the advertised fuel economy, were among the
13 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
14 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
15 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
16 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
17 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
18 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
19 standards; that its emission treatment system was designed to de-activate during real-world driving
20 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
21 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
22 proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle,
23 or would have paid less for it, had Defendants not concealed the unauthorized emission control

1 devices.

2 995. Plaintiff, Lorell D. Hurley (for the purpose of this paragraph, "Plaintiff"), a citizen
3 of the State of Massachusetts residing in the City of Halifax, leased 2014 Jeep Grand Cherokee
4 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about December 30,
5 2013, at K & S Auto Sales Chrysler Jeep, an authorized FCA dealer in Randolph, Massachusetts.
6 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
7 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep
8 website, on which the Subject Vehicles were represented as environmentally friendly, having low
9 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
10 Subject Vehicles. When Plaintiff went to K & S Auto Sales Chrysler Jeep to leased the Subject
11 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
12 economy and performance. These representations, along with the advertised fuel economy, were
13 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of lease, Plaintiff did
14 not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that
15 are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
16 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
17 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have leased the
18 Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
19 emission standards; that its emission treatment system was designed to de-activate during real-
20 world driving conditions; and that it could not achieve the advertised towing power, performance,
21 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
22 direct and proximate result of Defendants' misconduct, and would not have leased the Subject
23 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission

1 control devices.

2 996. Plaintiff, Robert J. Dollard (for the purpose of this paragraph, “Plaintiff”), a citizen
3 of the State of Massachusetts residing in the City of Rowley, bought a 2014 Jeep Grand Cherokee
4 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about September 16,
5 2014, at Kelly Jeep, an authorized FCA dealer in Lynnfield, Massachusetts. Plaintiff decided to
6 buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle
7 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the
8 Subject Vehicles were represented as environmentally friendly, having low emissions and good
9 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
10 When Plaintiff went to Kelly Jeep to purchase the Subject Vehicle, the sales associate touted the
11 Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These
12 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
13 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
14 could perform as advertised only by emitting NOx at levels that are greater than advertised and
15 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
16 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
17 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
18 would have paid less for it, had he/she known that it did not comply with emission standards; that
19 its emission treatment system was designed to de-activate during real-world driving conditions;
20 and that it could not achieve the advertised towing power, performance, and/or fuel economy
21 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
22 result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would
23 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

1 997. Plaintiff, Chester Johnson (for the purpose of this paragraph, “Plaintiff”), a citizen
2 of the State of New Hampshire residing in the City of West Ossipee, bought a 2014 Dodge Ram
3 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about May 11,
4 2017, at Lee Dodge Chrysler Jeep, an authorized FCA dealer in West Brook, Maine. Plaintiff
5 decided to buy the Subject Vehicle based in part on FCA’s representations that it was an
6 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
7 website, on which the Subject Vehicles were represented as environmentally friendly, having low
8 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
9 Subject Vehicles. When Plaintiff went to Lee Dodge Chrysler Jeep to purchase the Subject
10 Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel
11 economy and performance. These representations, along with the advertised fuel economy, were
12 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
13 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
14 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
15 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
16 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
17 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
18 emission standards; that its emission treatment system was designed to de-activate during real-
19 world driving conditions; and that it could not achieve the advertised towing power, performance,
20 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
21 direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject
22 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
23 control devices.

1 998. Plaintiff, Robert & Elva Magallon (for the purpose of this paragraph, “Plaintiff”),
2 a citizen of the State of California residing in the City of Santa Maria, bought a 2016 Dodge Ram
3 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about October
4 1, 2016, at Santa Maria Chrysler Jeep Dodge, an authorized FCA dealer in Santa Maria, California.
5 Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an
6 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
7 website, on which the Subject Vehicles were represented as environmentally friendly, having low
8 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
9 Subject Vehicles. When Plaintiff went to Santa Maria Chrysler Jeep Dodge to purchase the Subject
10 Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel
11 economy and performance. These representations, along with the advertised fuel economy, were
12 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
13 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
14 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
15 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
16 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
17 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
18 emission standards; that its emission treatment system was designed to de-activate during real-
19 world driving conditions; and that it could not achieve the advertised towing power, performance,
20 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
21 direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject
22 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
23 control devices.

1 999. Plaintiff, Robert S. McKee (for the purpose of this paragraph, “Plaintiff”), a citizen
2 of the State of Texas residing in the City of Athens, bought a 2016 Dodge Ram 1500 EcoDiesel®
3 (for the purpose of this paragraph, the “Subject Vehicle”) on or about December 1, 2017, at Elder
4 Chrysler Dodge Jeep, an authorized FCA dealer in Athens, Texas. Plaintiff decided to buy the
5 Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e.,
6 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
7 Subject Vehicles were represented as environmentally friendly, having low emissions and good
8 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
9 When Plaintiff went to Elder Chrysler Dodge Jeep to purchase the Subject Vehicle, the sales
10 associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and
11 performance. These representations, along with the advertised fuel economy, were among the
12 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
13 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
14 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
15 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
16 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
17 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
18 standards; that its emission treatment system was designed to de-activate during real-world driving
19 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
20 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
21 proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle,
22 or would have paid less for it, had Defendants not concealed the unauthorized emission control
23 devices.

1000. Plaintiff, Stanley E. Lowe (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Tennessee residing in the City of Gatlinburg, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about January 15, 2018, at Robert Loehr Chrysler Dodge Jeep Ram, an authorized FCA dealer in Cartersville, Georgia. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Robert Loehr Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

1 1001. Plaintiff, Richard Hocott (for the purpose of this paragraph, “Plaintiff”), a citizen
2 of the State of Indiana residing in the City of Crown Point, bought a 2015 Dodge Ram 1500
3 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about September 11,
4 2017, at Bosak Motors, an authorized FCA dealer in Merrillville, Indiana. Plaintiff decided to buy
5 the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e.,
6 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
7 Subject Vehicles were represented as environmentally friendly, having low emissions and good
8 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
9 When Plaintiff went to Bosak Motors to purchase the Subject Vehicle, the sales associate touted
10 the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These
11 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
12 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
13 could perform as advertised only by emitting NOx at levels that are greater than advertised and
14 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
15 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
16 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
17 would have paid less for it, had he/she known that it did not comply with emission standards; that
18 its emission treatment system was designed to de-activate during real-world driving conditions;
19 and that it could not achieve the advertised towing power, performance, and/or fuel economy
20 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
21 result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would
22 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

23 1002. Plaintiff, David Meienburg (for the purpose of this paragraph, “Plaintiff”), a citizen

1 of the State of California residing in the City of Del Mar, bought a 2015 Dodge Ram 1500
2 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about January 17,
3 2015, at Bob Baker Chrysler Jeep Dodge Ram, an authorized FCA dealer in Carlsbad, California.
4 Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an
5 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
6 website, on which the Subject Vehicles were represented as environmentally friendly, having low
7 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
8 Subject Vehicles. When Plaintiff went to Bob Baker Chrysler Jeep Dodge Ram to purchase the
9 Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including
10 its fuel economy and performance. These representations, along with the advertised fuel economy,
11 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
12 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
13 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
14 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
15 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
16 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
17 comply with emission standards; that its emission treatment system was designed to de-activate
18 during real-world driving conditions; and that it could not achieve the advertised towing power,
19 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
20 concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have
21 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
22 unauthorized emission control devices.

23 1003. Plaintiff, Allen Marcus Hutcheson (for the purpose of this paragraph, “Plaintiff”),

1 a citizen of the State of Georgia residing in the City of Sharpsburg, bought a 2014 Dodge Ram
2 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about December
3 26, 2014, at Landmark Dodge Chrysler Jeep, an authorized FCA dealer in Morrow, Georgia.
4 Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an
5 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
6 website, on which the Subject Vehicles were represented as environmentally friendly, having low
7 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
8 Subject Vehicles. When Plaintiff went to Landmark Dodge Chrysler Jeep to purchase the Subject
9 Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel
10 economy and performance. These representations, along with the advertised fuel economy, were
11 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
12 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
13 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
14 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
15 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
16 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
17 emission standards; that its emission treatment system was designed to de-activate during real-
18 world driving conditions; and that it could not achieve the advertised towing power, performance,
19 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
20 direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject
21 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
22 control devices.

23 1004. Plaintiff, Aaron & Lindsay Horn (for the purpose of this paragraph, “Plaintiff”), a

1 citizen of the State of Texas residing in the City of Hockley, bought a 2015 Dodge Ram 1500
2 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about October 1, 2016,
3 at Planet Ford, an authorized FCA dealer in Spring, Texas. Plaintiff decided to buy the Subject
4 Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced
5 emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject
6 Vehicles were represented as environmentally friendly, having low emissions and good fuel
7 economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When
8 Plaintiff went to Planet Ford to purchase the Subject Vehicle, the sales associate touted the Subject
9 Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These
10 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
11 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
12 could perform as advertised only by emitting NOx at levels that are greater than advertised and
13 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
14 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
15 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
16 would have paid less for it, had he/she known that it did not comply with emission standards; that
17 its emission treatment system was designed to de-activate during real-world driving conditions;
18 and that it could not achieve the advertised towing power, performance, and/or fuel economy
19 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
20 result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would
21 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

22 1005. Plaintiff, Brian J. Kellams (for the purpose of this paragraph, “Plaintiff”), a citizen
23 of the State of Indiana residing in the City of Vincennes, bought a 2015 Dodge Ram 1500

1 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about August 5, 2015,
2 at Yochum Chrysler Dodge Jeep Ram, an authorized FCA dealer in Vincennes, Indiana. Plaintiff
3 decided to buy the Subject Vehicle based in part on FCA’s representations that it was an
4 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
5 website, on which the Subject Vehicles were represented as environmentally friendly, having low
6 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
7 Subject Vehicles. When Plaintiff went to Yochum Chrysler Dodge Jeep Ram to purchase the
8 Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including
9 its fuel economy and performance. These representations, along with the advertised fuel economy,
10 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
11 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
12 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
13 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
14 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
15 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
16 comply with emission standards; that its emission treatment system was designed to de-activate
17 during real-world driving conditions; and that it could not achieve the advertised towing power,
18 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
19 concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have
20 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
21 unauthorized emission control devices.

22 1006. Plaintiff, Blake & Susan Weinstein (for the purpose of this paragraph, “Plaintiff”),
23 a citizen of the State of California residing in the City of Lake Elsinore, bought a 2014 Jeep Grand

Cherokee EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about December 22, 2016, at STG Auto Group, an authorized FCA dealer in Ontario, California. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to STG Auto Group to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

1007. Plaintiff, Donald Gilman (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Georgia residing in the City of Ashburn, bought a 2016 Dodge Ram 1500

1 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about May 27, 2016,
2 at Griffen Chrysler Dodge, an authorized FCA dealer in Tifton, Georgia. Plaintiff decided to buy
3 the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e.,
4 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
5 Subject Vehicles were represented as environmentally friendly, having low emissions and good
6 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
7 When Plaintiff went to Griffen Chrysler Dodge to purchase the Subject Vehicle, the sales associate
8 touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance.
9 These representations, along with the advertised fuel economy, were among the primary reasons
10 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
11 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
12 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
13 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
14 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
15 would have paid less for it, had he/she known that it did not comply with emission standards; that
16 its emission treatment system was designed to de-activate during real-world driving conditions;
17 and that it could not achieve the advertised towing power, performance, and/or fuel economy
18 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
19 result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would
20 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

21 1008. Plaintiff, Gerald Roux (for the purpose of this paragraph, “Plaintiff”), a citizen of
22 the State of Texas residing in the City of Bellville, bought a 2015 Dodge Ram 1500 EcoDiesel®
23 (for the purpose of this paragraph, the “Subject Vehicle”) on or about September 21, 2015, at Allan

1 Samuels Dodge, an authorized FCA dealer in Katy, Texas. Plaintiff decided to buy the Subject
2 Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced
3 emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject
4 Vehicles were represented as environmentally friendly, having low emissions and good fuel
5 economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When
6 Plaintiff went to Allan Samuel Dodge to purchase the Subject Vehicle, the sales associate touted
7 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
8 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
9 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
10 could perform as advertised only by emitting NOx at levels that are greater than advertised and
11 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
12 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
13 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
14 would have paid less for it, had he/she known that it did not comply with emission standards; that
15 its emission treatment system was designed to de-activate during real-world driving conditions;
16 and that it could not achieve the advertised towing power, performance, and/or fuel economy
17 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
18 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
19 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

20 1009. Plaintiff, John Jackson (for the purpose of this paragraph, "Plaintiff"), a citizen of
21 the State of Texas residing in the City of Kingsville, bought a 2015 Dodge Ram 1500 EcoDiesel®
22 (for the purpose of this paragraph, the "Subject Vehicle") on or about May 1, 2015, at Nessen
23 Chrysler Dodge Jeep Ram, an authorized FCA dealer in Kingsville, Texas. Plaintiff decided to buy

1 the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
2 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
3 Subject Vehicles were represented as environmentally friendly, having low emissions and good
4 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
5 When Plaintiff went to Nessen Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the
6 sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
7 performance. These representations, along with the advertised fuel economy, were among the
8 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
9 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
10 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
11 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
12 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
13 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
14 standards; that its emission treatment system was designed to de-activate during real-world driving
15 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
16 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
17 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
18 or would have paid less for it, had Defendants not concealed the unauthorized emission control
19 devices.

20 1010. Plaintiff, Bruce Ludlow (for the purpose of this paragraph, "Plaintiff"), a citizen of
21 the State of Indiana residing in the City of Fairmont, bought a 2014 Dodge Ram 1500 EcoDiesel®
22 (for the purpose of this paragraph, the "Subject Vehicle") on or about January 31, 2017, at
23 Chevrolet of Wooster, an authorized FCA dealer in Wooster, Ohio. Plaintiff decided to buy the

1 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
2 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
3 Subject Vehicles were represented as environmentally friendly, having low emissions and good
4 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
5 When Plaintiff went to Chevrolet of Wooster to purchase the Subject Vehicle, the sales associate
6 touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance.
7 These representations, along with the advertised fuel economy, were among the primary reasons
8 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
9 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
10 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
11 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
12 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
13 would have paid less for it, had he/she known that it did not comply with emission standards; that
14 its emission treatment system was designed to de-activate during real-world driving conditions;
15 and that it could not achieve the advertised towing power, performance, and/or fuel economy
16 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
17 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
18 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

19 1011. Plaintiff, Herman Golden & Cheryl Morovich (for the purpose of this paragraph,
20 "Plaintiff"), a citizen of the State of Louisiana residing in the City of Port Sulphur, bought a 2014
21 Jeep Grand Cherokee EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or
22 about May 9, 2016, at North American Auto Group, an authorized FCA dealer in Baton Rouge,
23 Louisiana. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that

1 it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting
2 the Jeep website, on which the Subject Vehicles were represented as environmentally friendly,
3 having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials
4 about the Subject Vehicles. When Plaintiff went to North American Auto Group to purchase the
5 Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including
6 its fuel economy and performance. These representations, along with the advertised fuel economy,
7 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
8 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
9 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
10 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
11 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
12 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
13 comply with emission standards; that its emission treatment system was designed to de-activate
14 during real-world driving conditions; and that it could not achieve the advertised towing power,
15 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
16 concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have
17 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
18 unauthorized emission control devices.

19 1012. Plaintiff, Robert Sivori (for the purpose of this paragraph, “Plaintiff”), a citizen of
20 the State of Florida residing in the City of Ormond Beach, bought a 2014 Dodge Ram 1500
21 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about November 1,
22 2013, at Atlantic Chrysler Jeep, an authorized FCA dealer in West Islip, New York. Plaintiff
23 decided to buy the Subject Vehicle based in part on FCA’s representations that it was an

1 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
2 website, on which the Subject Vehicles were represented as environmentally friendly, having low
3 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
4 Subject Vehicles. When Plaintiff went to Atlantic Chrysler Jeep to purchase the Subject Vehicle,
5 the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy
6 and performance. These representations, along with the advertised fuel economy, were among the
7 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
8 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
9 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
10 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
11 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
12 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
13 standards; that its emission treatment system was designed to de-activate during real-world driving
14 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
15 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
16 proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle,
17 or would have paid less for it, had Defendants not concealed the unauthorized emission control
18 devices.

19 1013. Plaintiff, Michael Kasten (for the purpose of this paragraph, “Plaintiff”), a citizen
20 of the State of Wisconsin residing in the City of Cornell, bought a 2016 Dodge Ram 1500
21 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about March 10, 2018,
22 at Forest lake Chrysler Dodge Jeep, an authorized FCA dealer in Forest lake, Minnesota. Plaintiff
23 decided to buy the Subject Vehicle based in part on FCA’s representations that it was an

1 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
2 website, on which the Subject Vehicles were represented as environmentally friendly, having low
3 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
4 Subject Vehicles. When Plaintiff went to Forest Lake Chrysler Dodge Jeep to purchase the Subject
5 Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel
6 economy and performance. These representations, along with the advertised fuel economy, were
7 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
8 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
9 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
10 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
11 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
12 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
13 emission standards; that its emission treatment system was designed to de-activate during real-
14 world driving conditions; and that it could not achieve the advertised towing power, performance,
15 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
16 direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject
17 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
18 control devices.

19 1014. Plaintiff, Ashton & Christina Pace (for the purpose of this paragraph, “Plaintiff”),
20 a citizen of the State of Texas residing in the City of Damon, bought a two (2) 2016 Dodge Ram
21 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about one on
22 December 1, 2017 and the other on November 1, 2017, at Mac Haik Chrysler Dodge Jeep Ram,
23 an authorized FCA dealer in Houston, Texas. Plaintiff decided to buy the Subject Vehicle based in

1 part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel
2 efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were
3 represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff
4 also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Mac
5 Haik Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the
6 Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
7 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
8 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
9 could perform as advertised only by emitting NOx at levels that are greater than advertised and
10 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
11 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
12 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
13 would have paid less for it, had he/she known that it did not comply with emission standards; that
14 its emission treatment system was designed to de-activate during real-world driving conditions;
15 and that it could not achieve the advertised towing power, performance, and/or fuel economy
16 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
17 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
18 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

19 1015. Plaintiff, John W. Kentzel (for the purpose of this paragraph, "Plaintiff"), a citizen
20 of the State of Mississippi residing in the City of Biloxi, bought a 2015 Dodge Ram 1500
21 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about April 13, 2018,
22 at Lakeshore Chrysler Dodge Jeep, an authorized FCA dealer in Slidell, Louisiana. Plaintiff
23 decided to buy the Subject Vehicle based in part on FCA's representations that it was an

1 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
2 website, on which the Subject Vehicles were represented as environmentally friendly, having low
3 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
4 Subject Vehicles. When Plaintiff went to Lake Shore Chrysler Dodge Jeep to purchase the Subject
5 Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel
6 economy and performance. These representations, along with the advertised fuel economy, were
7 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
8 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
9 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
10 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
11 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
12 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
13 emission standards; that its emission treatment system was designed to de-activate during real-
14 world driving conditions; and that it could not achieve the advertised towing power, performance,
15 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
16 direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject
17 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
18 control devices.

19 1016. Plaintiff, Harold Douglas Maynard (for the purpose of this paragraph, “Plaintiff”),
20 a citizen of the State of Kentucky residing in the City of South Williamson, bought a 2014 Dodge
21 Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about
22 January 1, 2015, at North Coast Auto Mall, an authorized FCA dealer in Bedford, Ohio. Plaintiff
23 decided to buy the Subject Vehicle based in part on FCA’s representations that it was an

1 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
2 website, on which the Subject Vehicles were represented as environmentally friendly, having low
3 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
4 Subject Vehicles. When Plaintiff went to North Coast Auto Mall to purchase the Subject Vehicle,
5 the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy
6 and performance. These representations, along with the advertised fuel economy, were among the
7 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
8 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
9 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
10 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
11 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
12 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
13 standards; that its emission treatment system was designed to de-activate during real-world driving
14 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
15 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
16 proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle,
17 or would have paid less for it, had Defendants not concealed the unauthorized emission control
18 devices.

19 1017. Plaintiff, Jimmy Lanz (for the purpose of this paragraph, “Plaintiff”), a citizen of
20 the State of Oregon residing in the City of Sweet Home, bought a 2014 Dodge Ram 1500
21 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about February 1,
22 2014, at Lithia Dodge, an authorized FCA dealer in Eugene, Oregon. Plaintiff decided to buy the
23 Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e.,

1 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
2 Subject Vehicles were represented as environmentally friendly, having low emissions and good
3 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
4 When Plaintiff went to Lithia Dodge to purchase the Subject Vehicle, the sales associate touted
5 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
6 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
7 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
8 could perform as advertised only by emitting NOx at levels that are greater than advertised and
9 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
10 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
11 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
12 would have paid less for it, had he/she known that it did not comply with emission standards; that
13 its emission treatment system was designed to de-activate during real-world driving conditions;
14 and that it could not achieve the advertised towing power, performance, and/or fuel economy
15 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
16 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
17 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

18 1018. Plaintiff, Jimmy Lanz (for the purpose of this paragraph, "Plaintiff"), a citizen of
19 the State of Oregon residing in the City of Sweet Home, bought a 2016 Dodge Ram 1500
20 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about September 21,
21 2016, at Cottage Grove Chrysler Dodge Jeep, an authorized FCA dealer in Cottage Grove, Oregon.
22 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
23 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram

1 website, on which the Subject Vehicles were represented as environmentally friendly, having low
2 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
3 Subject Vehicles. When Plaintiff went to Cottage Grove Chrysler Dodge Jeep to purchase the
4 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
5 its fuel economy and performance. These representations, along with the advertised fuel economy,
6 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
7 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
8 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
9 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
10 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
11 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
12 comply with emission standards; that its emission treatment system was designed to de-activate
13 during real-world driving conditions; and that it could not achieve the advertised towing power,
14 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
15 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
16 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
17 unauthorized emission control devices.

18 1019. Plaintiff, Larry & Dianne Joachim (for the purpose of this paragraph, "Plaintiff"),
19 a citizen of the State of Wisconsin residing in the City of New Richmond, bought a 2016 Dodge
20 Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about April
21 27, 2016, at Bernards Northtown Inc., an authorized FCA dealer in New Richmond, Wisconsin.
22 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
23 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram

1 website, on which the Subject Vehicles were represented as environmentally friendly, having low
2 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
3 Subject Vehicles. When Plaintiff went to Bernards Northtown Inc. to purchase the Subject
4 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
5 economy and performance. These representations, along with the advertised fuel economy, were
6 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
7 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
8 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
9 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
10 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
11 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
12 emission standards; that its emission treatment system was designed to de-activate during real-
13 world driving conditions; and that it could not achieve the advertised towing power, performance,
14 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
15 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
16 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
17 control devices.

18 1020. Plaintiff, Chason Pointer (for the purpose of this paragraph, "Plaintiff"), a citizen
19 of the State of Michigan residing in the City of Davisburg, leased a 2016 Dodge Ram 1500
20 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about February 1,
21 2016, at Al Deeby Chrysler Dodge Jeep Ram, an authorized FCA dealer in Village of Clarkston,
22 Michigan. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that
23 it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting

1 the Ram website, on which the Subject Vehicles were represented as environmentally friendly,
2 having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials
3 about the Subject Vehicles. When Plaintiff went to Al Deeby Chrysler Dodge Jeep Ram to lease
4 the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes,
5 including its fuel economy and performance. These representations, along with the advertised fuel
6 economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of lease,
7 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
8 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
9 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
10 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
11 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
12 comply with emission standards; that its emission treatment system was designed to de-activate
13 during real-world driving conditions; and that it could not achieve the advertised towing power,
14 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
15 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
16 leased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
17 unauthorized emission control devices.

18 1021. Plaintiff, Steven Palmer (for the purpose of this paragraph, "Plaintiff"), a citizen of
19 the State of Missouri residing in the City of Kansas City, bought a 2014 Dodge Ram 1500
20 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about October 10,
21 2017, at Larry Carmer, private person, in Marshfield, Missouri. Plaintiff decided to buy the Subject
22 Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced
23 emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject

1 Vehicles were represented as environmentally friendly, having low emissions and good fuel
2 economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When
3 Plaintiff purchased the Subject Vehicle, the individual touted the Subject Vehicle's EcoDiesel®
4 attributes, including its fuel economy and performance. These representations, along with the
5 advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At
6 the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised
7 only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was
8 Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized
9 emission control devices designed to cheat emission tests and to deceive consumers and regulators.
10 Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she
11 known that it did not comply with emission standards; that its emission treatment system was
12 designed to de-activate during real-world driving conditions; and that it could not achieve the
13 advertised towing power, performance, and/or fuel economy without cheating emission tests.
14 Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct,
15 and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants
16 not concealed the unauthorized emission control devices.

17 1022. Plaintiff, Roger Parker (for the purpose of this paragraph, "Plaintiff"), a citizen of
18 the State of Tennessee residing in the City of Kingston, bought a 2016 Dodge Ram 1500
19 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about July 1, 2016, in
20 Tennessee. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations
21 that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls
22 visiting the Ram website, on which the Subject Vehicles were represented as environmentally
23 friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television

1 commercials about the Subject Vehicles. When Plaintiff went to the dealership to purchase the
2 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
3 its fuel economy and performance. These representations, along with the advertised fuel economy,
4 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
5 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
6 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
7 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
8 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
9 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
10 comply with emission standards; that its emission treatment system was designed to de-activate
11 during real-world driving conditions; and that it could not achieve the advertised towing power,
12 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
13 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
14 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
15 unauthorized emission control devices.

16 1023. Plaintiff, Shachar Coleman (for the purpose of this paragraph, "Plaintiff"), a citizen
17 of the State of Colorado residing in the City of Denver, bought a 2016 Jeep Grand Cherokee
18 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about February 2,
19 2017, at Gladstone Dodge, an authorized FCA dealer in Gladstone, Missouri. Plaintiff decided to
20 buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle
21 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the
22 Subject Vehicles were represented as environmentally friendly, having low emissions and good
23 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.

1 When Plaintiff went to Gladstone Dodge to purchase the Subject Vehicle, the sales associate touted
2 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
3 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
4 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
5 could perform as advertised only by emitting NOx at levels that are greater than advertised and
6 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
7 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
8 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
9 would have paid less for it, had he/she known that it did not comply with emission standards; that
10 its emission treatment system was designed to de-activate during real-world driving conditions;
11 and that it could not achieve the advertised towing power, performance, and/or fuel economy
12 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
13 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
14 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

15 1024. Plaintiffs, John & Susanne Verretto (for the purpose of this paragraph,
16 "Plaintiffss"), a citizens of the State of Arizona residing in the City of Cottonwood, bought a 2014
17 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or
18 about September 23, 2014, at Chapman Las Vegas Dodge, an authorized FCA dealer in Las Vegas,
19 Nevada. Plaintiffs decided to buy the Subject Vehicle based in part on FCA's representations that
20 it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiffs recalls visiting
21 the Ram website, on which the Subject Vehicles were represented as environmentally friendly,
22 having low emissions and good fuel economy. Plaintiffs also recalls seeing television commercials
23 about the Subject Vehicles. When Plaintiffs went to Chapman Las Vegas Dodge to purchase the

1 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
2 its fuel economy and performance. These representations, along with the advertised fuel economy,
3 were among the primary reasons Plaintiffs chose the Subject Vehicle. At the time of purchase,
4 Plaintiffs did not know that the Subject Vehicle could perform as advertised only by emitting NOx
5 at levels that are greater than advertised and above legal limits. Nor was Plaintiffs aware that
6 his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
7 designed to cheat emission tests and to deceive consumers and regulators. Plaintiffs would not
8 have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did
9 not comply with emission standards; that its emission treatment system was designed to de-activate
10 during real-world driving conditions; and that it could not achieve the advertised towing power,
11 performance, and/or fuel economy without cheating emission tests. Plaintiffs has suffered a
12 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
13 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
14 unauthorized emission control devices.

15 1025. Plaintiffs, Gale & Retha Powell (for the purpose of this paragraph, "Plaintiffs"),
16 citizens of the State of Oklahoma residing in the City of Cleveland, bought a 2015 Dodge Ram
17 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about January
18 2, 2015, at Bob Moore Chrysler Dodge Jeep Ram Of Tulsa, an authorized FCA dealer in Tulsa,
19 Oklahoma. Plaintiffs decided to buy the Subject Vehicle based in part on FCA's representations
20 that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiffs recalls
21 visiting the Ram website, on which the Subject Vehicles were represented as environmentally
22 friendly, having low emissions and good fuel economy. Plaintiffs also recalls seeing television
23 commercials about the Subject Vehicles. When Plaintiffs went to Bob Moore Chrysler Dodge

1 Jeep Ram Of Tulsa to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's
2 EcoDiesel® attributes, including its fuel economy and performance. These representations, along
3 with the advertised fuel economy, were among the primary reasons Plaintiffs chose the Subject
4 Vehicle. At the time of purchase, Plaintiffs did not know that the Subject Vehicle could perform
5 as advertised only by emitting NOx at levels that are greater than advertised and above legal limits.
6 Nor was Plaintiffs aware that his/her Subject Vehicle was equipped with undisclosed and
7 unauthorized emission control devices designed to cheat emission tests and to deceive consumers
8 and regulators. Plaintiffs would not have purchased the Subject Vehicle, or would have paid less
9 for it, had he/she known that it did not comply with emission standards; that its emission treatment
10 system was designed to de-activate during real-world driving conditions; and that it could not
11 achieve the advertised towing power, performance, and/or fuel economy without cheating
12 emission tests. Plaintiffs has suffered a concrete injury as a direct and proximate result of
13 Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid
14 less for it, had Defendants not concealed the unauthorized emission control devices.

15 1026. Plaintiff, Karen Ann Corbin (for the purpose of this paragraph, "Plaintiff"), a
16 citizen of the State of Montana residing in the City of Butte, bought a 2015 Jeep Grand Cherokee
17 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 5, 2017,
18 at Mile High CJD, an authorized FCA dealer in Butte, Montana. Plaintiff decided to buy the
19 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
20 reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the
21 Subject Vehicles were represented as environmentally friendly, having low emissions and good
22 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
23 When Plaintiff went to Mile High CJD to purchase the Subject Vehicle, the sales associate touted

1 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
2 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
3 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
4 could perform as advertised only by emitting NOx at levels that are greater than advertised and
5 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
6 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
7 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
8 would have paid less for it, had he/she known that it did not comply with emission standards; that
9 its emission treatment system was designed to de-activate during real-world driving conditions;
10 and that it could not achieve the advertised towing power, performance, and/or fuel economy
11 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
12 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
13 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

14 1027. Plaintiff, Gonçalo Duarte (for the purpose of this paragraph, "Plaintiff"), a citizen
15 of the State of New Jersey residing in the City of Parsippany, leased a 2015 Dodge Ram 1500
16 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 1, 2015,
17 at DeCozen Chrysler Jeep Dodge RAM, an authorized FCA dealer in Verona, New Jersey. Plaintiff
18 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
19 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
20 website, on which the Subject Vehicles were represented as environmentally friendly, having low
21 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
22 Subject Vehicles. When Plaintiff went to DeCozen Chrysler Jeep Dodge RAM to leased the
23 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including

1 its fuel economy and performance. These representations, along with the advertised fuel economy,
2 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of lease, Plaintiff
3 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
4 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
5 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
6 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have leased the
7 Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
8 emission standards; that its emission treatment system was designed to de-activate during real-
9 world driving conditions; and that it could not achieve the advertised towing power, performance,
10 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
11 direct and proximate result of Defendants' misconduct, and would not have leased the Subject
12 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
13 control devices.

14 1028. Plaintiff, Adam Kidd (for the purpose of this paragraph, "Plaintiff"), a citizen of
15 the State of Kentucky residing in the City of Glencoe, bought a 2016 Dodge Ram 1500
16 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about February 23,
17 2016, at Zimmer Chrysler Dodge Jeep Ram, an authorized FCA dealer in Florence, Kentucky.
18 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
19 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
20 website, on which the Subject Vehicles were represented as environmentally friendly, having low
21 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
22 Subject Vehicles. When Plaintiff went to Zimmer Chrysler Dodge Jeep Ram to purchase the
23 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including

1 its fuel economy and performance. These representations, along with the advertised fuel economy,
2 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
3 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
4 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
5 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
6 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
7 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
8 comply with emission standards; that its emission treatment system was designed to de-activate
9 during real-world driving conditions; and that it could not achieve the advertised towing power,
10 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
11 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
12 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
13 unauthorized emission control devices.

14 1029. Plaintiffs, Derek & Frances Minchey (for the purpose of this paragraph,
15 "Plaintiffs"), are citizens of the State of Wyoming residing in the City of Gillette bought a 2014
16 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or
17 about December 20, 2018, at White Energy Motors, an authorized FCA dealer in Gillette,
18 Wyoming. Plaintiffs decided to buy the Subject Vehicle based in part on FCA's representations
19 that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiffs recalls
20 visiting the Ram website, on which the Subject Vehicles were represented as environmentally
21 friendly, having low emissions and good fuel economy. Plaintiffs also recalls seeing television
22 commercials about the Subject Vehicles. When Plaintiffs went to White Energy Motors to
23 purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel®

1 attributes, including its fuel economy and performance. These representations, along with the
2 advertised fuel economy, were among the primary reasons Plaintiffs chose the Subject Vehicle. At
3 the time of purchase, Plaintiffs did not know that the Subject Vehicle could perform as advertised
4 only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was
5 Plaintiffs aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized
6 emission control devices designed to cheat emission tests and to deceive consumers and regulators.
7 Plaintiffs would not have purchased the Subject Vehicle, or would have paid less for it, had he/she
8 known that it did not comply with emission standards; that its emission treatment system was
9 designed to de-activate during real-world driving conditions; and that it could not achieve the
10 advertised towing power, performance, and/or fuel economy without cheating emission tests.
11 Plaintiffs has suffered a concrete injury as a direct and proximate result of Defendants' misconduct,
12 and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants
13 not concealed the unauthorized emission control devices.

14 1030. Plaintiff, Kyle W Dreas (for the purpose of this paragraph, "Plaintiff"), a citizen of
15 the State of Colorado residing in the City of Aurora bought a 2016 Dodge Ram 1500 EcoDiesel®
16 (for the purpose of this paragraph, the "Subject Vehicle") on or about December 19, 2015, at
17 Brandon Dodge, an authorized FCA dealer in Littleton, Colorado. Plaintiff decided to buy the
18 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
19 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
20 Subject Vehicles were represented as environmentally friendly, having low emissions and good
21 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
22 When Plaintiff went to Brandon Dodge to purchase the Subject Vehicle, the sales associate touted
23 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These

1 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
2 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
3 could perform as advertised only by emitting NOx at levels that are greater than advertised and
4 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
5 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
6 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
7 would have paid less for it, had he/she known that it did not comply with emission standards; that
8 its emission treatment system was designed to de-activate during real-world driving conditions;
9 and that it could not achieve the advertised towing power, performance, and/or fuel economy
10 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
11 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
12 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

13 1031. Plaintiff, Patricia Neves (for the purpose of this paragraph, "Plaintiff"), a citizen of
14 the State of Connecticut residing in the City of Danbury bought a 2015 Dodge Ram 1500
15 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about October 1, 2017,
16 at Paramus Ford, an authorized FCA dealer in Paramus, New Jersey. Plaintiff decided to buy the
17 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
18 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
19 Subject Vehicles were represented as environmentally friendly, having low emissions and good
20 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
21 When Plaintiff went to Paramus Ford to purchase the Subject Vehicle, the sales associate touted
22 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
23 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff

1 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
2 could perform as advertised only by emitting NOx at levels that are greater than advertised and
3 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
4 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
5 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
6 would have paid less for it, had he/she known that it did not comply with emission standards; that
7 its emission treatment system was designed to de-activate during real-world driving conditions;
8 and that it could not achieve the advertised towing power, performance, and/or fuel economy
9 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
10 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
11 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

12 1032. Plaintiff, Michael Moreland (for the purpose of this paragraph, "Plaintiff"), a
13 citizen of the State of Pennsylvania residing in the City of Muncy Valley, bought a 2016 Dodge
14 Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about
15 September 30, 2016, at Hondru Chrysler Dodge Jeep RAM of Elizabethtown, an authorized FCA
16 dealer in Elizabethtown, Pennsylvania. Plaintiff decided to buy the Subject Vehicle based in part
17 on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel
18 efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were
19 represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff
20 also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to
21 Hondru Chrysler Dodge Jeep RAM of Elizabethtown to purchase the Subject Vehicle, the sales
22 associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
23 performance. These representations, along with the advertised fuel economy, were among the

1 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
2 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
3 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
4 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
5 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
6 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
7 standards; that its emission treatment system was designed to de-activate during real-world driving
8 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
9 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
10 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
11 or would have paid less for it, had Defendants not concealed the unauthorized emission control
12 devices.

13 1033. Plaintiff, Salvador Erivez (for the purpose of this paragraph, "Plaintiff"), a citizen
14 of the State of Arizona residing in the City of Casa Grande bought a 2016 Dodge Ram 1500
15 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about April 1, 2016,
16 at Henry Brown Chrysler Jeep Dodge, an authorized FCA dealer in Casa Grande, Arizona. Plaintiff
17 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
18 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
19 website, on which the Subject Vehicles were represented as environmentally friendly, having low
20 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
21 Subject Vehicles. When Plaintiff went to Henry Brown Chrysler Jeep Dodge to purchase the
22 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
23 its fuel economy and performance. These representations, along with the advertised fuel economy,

1 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
2 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
3 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
4 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
5 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
6 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
7 comply with emission standards; that its emission treatment system was designed to de-activate
8 during real-world driving conditions; and that it could not achieve the advertised towing power,
9 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
10 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
11 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
12 unauthorized emission control devices.

13 1034. Plaintiff, Micheas Vannes (for the purpose of this paragraph, "Plaintiff"), a citizen
14 of the State of Florida residing in the City of New Port Richey, bought a 2015 Dodge Ram 1500
15 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about December 11,
16 2015, at Ferman Dodge, an authorized FCA dealer in Port Richey, Florida. Plaintiff decided to buy
17 the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
18 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
19 Subject Vehicles were represented as environmentally friendly, having low emissions and good
20 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
21 When Plaintiff went to Ferman Dodge to purchase the Subject Vehicle, the sales associate touted
22 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
23 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff

1 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
2 could perform as advertised only by emitting NOx at levels that are greater than advertised and
3 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
4 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
5 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
6 would have paid less for it, had he/she known that it did not comply with emission standards; that
7 its emission treatment system was designed to de-activate during real-world driving conditions;
8 and that it could not achieve the advertised towing power, performance, and/or fuel economy
9 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
10 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
11 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

12 1035. Plaintiff, Pat Combs (for the purpose of this paragraph, "Plaintiff"), a citizen of the
13 State of Ohio residing in the City of Proctorville, bought a 2015 Dodge Ram 1500 EcoDiesel®
14 (for the purpose of this paragraph, the "Subject Vehicle") on or about March 1, 2015, at Goldy
15 Chrysler Dodge Jeep Ram, an authorized FCA dealer in Huntington, West Virginia. Plaintiff
16 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
17 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
18 website, on which the Subject Vehicles were represented as environmentally friendly, having low
19 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
20 Subject Vehicles. When Plaintiff went to Goldy Chrysler Dodge Jeep Ram to purchase the Subject
21 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
22 economy and performance. These representations, along with the advertised fuel economy, were
23 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff

1 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
2 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
3 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
4 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
5 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
6 emission standards; that its emission treatment system was designed to de-activate during real-
7 world driving conditions; and that it could not achieve the advertised towing power, performance,
8 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
9 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
10 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
11 control devices.

12 1036. Plaintiffs, Russell & Linda Scaggs (for the purpose of this paragraph, "Plaintiffs"),
13 are citizens of the State of Kentucky residing in the City of Falmouth, bought a 2016 Dodge Ram
14 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about November
15 11, 2016, at Zimmer Chrysler Dodge Jeep Ram, an authorized FCA dealer in Florence, Kentucky.
16 Plaintiffs decided to buy the Subject Vehicle based in part on FCA's representations that it was an
17 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiffs recalls visiting the Ram
18 website, on which the Subject Vehicles were represented as environmentally friendly, having low
19 emissions and good fuel economy. Plaintiffs also recalls seeing television commercials about the
20 Subject Vehicles. When Plaintiffs went to Zimmer Chrysler Dodge Jeep Ram to purchase the
21 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
22 its fuel economy and performance. These representations, along with the advertised fuel economy,
23 were among the primary reasons Plaintiffs chose the Subject Vehicle. At the time of purchase,

1 Plaintiffs did not know that the Subject Vehicle could perform as advertised only by emitting NOx
2 at levels that are greater than advertised and above legal limits. Nor was Plaintiffs aware that
3 his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
4 designed to cheat emission tests and to deceive consumers and regulators. Plaintiffs would not
5 have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did
6 not comply with emission standards; that its emission treatment system was designed to de-activate
7 during real-world driving conditions; and that it could not achieve the advertised towing power,
8 performance, and/or fuel economy without cheating emission tests. Plaintiffs has suffered a
9 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
10 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
11 unauthorized emission control devices.

12 1037. Plaintiff, Michael Johnson (for the purpose of this paragraph, "Plaintiff"), a citizen
13 of the State of Kentucky residing in the City of Keavy, bought a 2016 Dodge Ram 1500
14 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about September 23,
15 2016, at Bob Allen Chrysler Plymouth, an authorized FCA dealer in Danville, Kentucky. Plaintiff
16 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
17 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
18 website, on which the Subject Vehicles were represented as environmentally friendly, having low
19 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
20 Subject Vehicles. When Plaintiff went to Bob Allen Chrysler Plymouth to purchase the Subject
21 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
22 economy and performance. These representations, along with the advertised fuel economy, were
23 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff

1 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
2 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
3 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
4 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
5 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
6 emission standards; that its emission treatment system was designed to de-activate during real-
7 world driving conditions; and that it could not achieve the advertised towing power, performance,
8 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
9 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
10 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
11 control devices.

12 1038. Plaintiff, Richard Thomasson (for the purpose of this paragraph, "Plaintiff"), a
13 citizen of the State of Oklahoma residing in the City of Davis, bought a 2015 Dodge Ram 1500
14 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about December 17,
15 2015, at Carter County Dodge Chrysler Jeep, an authorized FCA dealer in Ardmore, Oklahoma.
16 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
17 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
18 website, on which the Subject Vehicles were represented as environmentally friendly, having low
19 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
20 Subject Vehicles. When Plaintiff went to Carter County Dodge Chrysler Jeep to purchase the
21 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
22 its fuel economy and performance. These representations, along with the advertised fuel economy,
23 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,

1 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
2 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
3 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
4 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
5 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
6 comply with emission standards; that its emission treatment system was designed to de-activate
7 during real-world driving conditions; and that it could not achieve the advertised towing power,
8 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
9 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
10 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
11 unauthorized emission control devices.

12 1039. Plaintiffs, Miranda Tadlock & Adryan Debey (for the purpose of this paragraph,
13 "Plaintiffs"), are citizens of the State of Nebraska residing in the City of Grand Island, bought a
14 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on
15 or about June 2, 2018, at Dillons Auto, an authorized FCA dealer in Lincoln, Nebraska. Plaintiffs
16 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
17 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiffs recalls visiting the Ram
18 website, on which the Subject Vehicles were represented as environmentally friendly, having low
19 emissions and good fuel economy. Plaintiffs also recalls seeing television commercials about the
20 Subject Vehicles. When Plaintiffs went to Dillons Auto to purchase the Subject Vehicle, the sales
21 associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
22 performance. These representations, along with the advertised fuel economy, were among the
23 primary reasons Plaintiffs chose the Subject Vehicle. At the time of purchase, Plaintiffs did not

1 know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are
2 greater than advertised and above legal limits. Nor was Plaintiffs aware that his/her Subject
3 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
4 cheat emission tests and to deceive consumers and regulators. Plaintiffs would not have purchased
5 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
6 emission standards; that its emission treatment system was designed to de-activate during real-
7 world driving conditions; and that it could not achieve the advertised towing power, performance,
8 and/or fuel economy without cheating emission tests. Plaintiffs has suffered a concrete injury as a
9 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
10 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
11 control devices.

12 1040. Plaintiffs, Jeffrey & Keri Bushaw (for the purpose of this paragraph, "Plaintiffs"),
13 are citizens of the State of Nevada residing in the City of Las Vegas, bought a 2016 Dodge Ram
14 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about September
15 1, 2015, at Larson Chrysler Jeep Dodge & Ram Dealer, an authorized FCA dealer in Puyallup,
16 Washington. Plaintiffs decided to buy the Subject Vehicle based in part on FCA's representations
17 that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiffs recalls
18 visiting the Ram website, on which the Subject Vehicles were represented as environmentally
19 friendly, having low emissions and good fuel economy. Plaintiffs also recalls seeing television
20 commercials about the Subject Vehicles. When Plaintiffs went to Puyallup to purchase the Subject
21 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
22 economy and performance. These representations, along with the advertised fuel economy, were
23 among the primary reasons Plaintiffs chose the Subject Vehicle. At the time of purchase, Plaintiffs

1 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
2 that are greater than advertised and above legal limits. Nor was Plaintiffs aware that his/her Subject
3 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
4 cheat emission tests and to deceive consumers and regulators. Plaintiffs would not have purchased
5 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
6 emission standards; that its emission treatment system was designed to de-activate during real-
7 world driving conditions; and that it could not achieve the advertised towing power, performance,
8 and/or fuel economy without cheating emission tests. Plaintiffs has suffered a concrete injury as a
9 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
10 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
11 control devices.

12 1041. Plaintiff, Niles Jeremy Behler (for the purpose of this paragraph, "Plaintiff"), a
13 citizen of the State of Idaho residing in the City of Lewiston, bought a 2015 Dodge Ram 1500
14 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about November 7,
15 2018, at Rogers Jeep Chrysler Dodge Ram, an authorized FCA dealer in Lewiston, Idaho. Plaintiff
16 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
17 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
18 website, on which the Subject Vehicles were represented as environmentally friendly, having low
19 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
20 Subject Vehicles. When Plaintiff went to Rogers Jeep Chrysler Dodge Ram to purchase the
21 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
22 its fuel economy and performance. These representations, along with the advertised fuel economy,
23 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,

1 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
2 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
3 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
4 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
5 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
6 comply with emission standards; that its emission treatment system was designed to de-activate
7 during real-world driving conditions; and that it could not achieve the advertised towing power,
8 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
9 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
10 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
11 unauthorized emission control devices.

12 1042. Plaintiff, Mike Keenan (for the purpose of this paragraph, "Plaintiff"), a citizen of
13 the State of New Mexico residing in the City of Albuquerque, bought two 2016 Dodge Ram 1500
14 EcoDiesels® (for the purpose of this paragraph, the "Subject Vehicle") on or about October 18,
15 2016, at Melloy Dodge, an authorized FCA dealer in Albuquerque, New Mexico. Plaintiff decided
16 to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel"
17 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on
18 which the Subject Vehicles were represented as environmentally friendly, having low emissions
19 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
20 Vehicles. When Plaintiff went to Melloy Dodge to purchase the Subject Vehicle, the sales
21 associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
22 performance. These representations, along with the advertised fuel economy, were among the
23 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know

1 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
2 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
3 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
4 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
5 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
6 standards; that its emission treatment system was designed to de-activate during real-world driving
7 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
8 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
9 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
10 or would have paid less for it, had Defendants not concealed the unauthorized emission control
11 devices.

12 1043. Plaintiff, Martin L. Ward (for the purpose of this paragraph, "Plaintiff"), a citizen
13 of the State of Illinois residing in the City of Jerseyville, bought a 2014 Dodge Ram 1500
14 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about July 24, 2017,
15 at Import Motors, an authorized FCA dealer in Woodridge, New Jersey. Plaintiff decided to buy
16 the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
17 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
18 Subject Vehicles were represented as environmentally friendly, having low emissions and good
19 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
20 When Plaintiff went to Import Motors to purchase the Subject Vehicle, the sales associate touted
21 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
22 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
23 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle

1 could perform as advertised only by emitting NOx at levels that are greater than advertised and
2 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
3 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
4 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
5 would have paid less for it, had he/she known that it did not comply with emission standards; that
6 its emission treatment system was designed to de-activate during real-world driving conditions;
7 and that it could not achieve the advertised towing power, performance, and/or fuel economy
8 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
9 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
10 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

11 1044. Plaintiff, George A. Gunther (for the purpose of this paragraph, "Plaintiff"), a
12 citizen of the State of Pennsylvania residing in the City of Downingtown, bought a 2015 Jeep
13 Grand Cherokee EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about
14 March 24, 2015, at Jeff D'Ambrosio Chrysler Jeep Dodge, an authorized FCA dealer in
15 Downingtown, Pennsylvania. Plaintiff decided to buy the Subject Vehicle based in part on FCA's
16 representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient).
17 Plaintiff recalls visiting the Jeep website, on which the Subject Vehicles were represented as
18 environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls
19 seeing television commercials about the Subject Vehicles. When Plaintiff went to Jeff D'Ambrosio
20 Chrysler Jeep Dodge to purchase the Subject Vehicle, the sales associate touted the Subject
21 Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
22 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
23 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle

1 could perform as advertised only by emitting NOx at levels that are greater than advertised and
2 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
3 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
4 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
5 would have paid less for it, had he/she known that it did not comply with emission standards; that
6 its emission treatment system was designed to de-activate during real-world driving conditions;
7 and that it could not achieve the advertised towing power, performance, and/or fuel economy
8 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
9 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
10 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

11 1045. Plaintiffs, James & Annette Jarvis (for the purpose of this paragraph, "Plaintiffs"),
12 are citizens of the State of Indiana residing in the City of Kokomo, bought a 2015 Dodge Ram
13 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about April 14,
14 2017, at Carmax, an authorized FCA dealer in Indianapolis, Indiana. Plaintiffs decided to buy the
15 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
16 reduced emissions and fuel efficient). Plaintiffs recalls visiting the Ram website, on which the
17 Subject Vehicles were represented as environmentally friendly, having low emissions and good
18 fuel economy. Plaintiffs also recalls seeing television commercials about the Subject Vehicles.
19 When Plaintiffs went to Carmax to purchase the Subject Vehicle, the sales associate touted the
20 Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
21 representations, along with the advertised fuel economy, were among the primary reasons
22 Plaintiffs chose the Subject Vehicle. At the time of purchase, Plaintiffs did not know that the
23 Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than

1 advertised and above legal limits. Nor was Plaintiffs aware that his/her Subject Vehicle was
2 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
3 tests and to deceive consumers and regulators. Plaintiffs would not have purchased the Subject
4 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
5 standards; that its emission treatment system was designed to de-activate during real-world driving
6 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
7 economy without cheating emission tests. Plaintiffs has suffered a concrete injury as a direct and
8 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
9 or would have paid less for it, had Defendants not concealed the unauthorized emission control
10 devices.

11 1046. Plaintiff, Sam Richey (for the purpose of this paragraph, "Plaintiff"), a citizen of
12 the State of Oregon residing in the City of Eugene, bought two 2016 Dodge Ram 1500
13 EcoDiesels® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 15, 2016,
14 at Lithia Chrysler Jeep Dodge of Eugene, an authorized FCA dealer in Eugene, Oregon. Plaintiff
15 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
16 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
17 website, on which the Subject Vehicles were represented as environmentally friendly, having low
18 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
19 Subject Vehicles. When Plaintiff went to Lithia Chrysler Jeep Dodge of Eugene to purchase the
20 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
21 its fuel economy and performance. These representations, along with the advertised fuel economy,
22 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
23 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx

1 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
2 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
3 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
4 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
5 comply with emission standards; that its emission treatment system was designed to de-activate
6 during real-world driving conditions; and that it could not achieve the advertised towing power,
7 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
8 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
9 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
10 unauthorized emission control devices.

11 1047. Plaintiff, Sam Richey (for the purpose of this paragraph, "Plaintiff"), a citizen of
12 the State of Oregon residing in the City of Eugene, bought two 2016 Dodge Ram 1500
13 EcoDiesels® (for the purpose of this paragraph, the "Subject Vehicle") on or about September 20,
14 2016, at Lithia Chrysler Jeep Dodge of Eugene, an authorized FCA dealer in Eugene, Oregon.
15 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
16 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
17 website, on which the Subject Vehicles were represented as environmentally friendly, having low
18 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
19 Subject Vehicles. When Plaintiff went to Lithia Chrysler Jeep Dodge of Eugene to purchase the
20 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
21 its fuel economy and performance. These representations, along with the advertised fuel economy,
22 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
23 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx

1 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
2 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
3 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
4 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
5 comply with emission standards; that its emission treatment system was designed to de-activate
6 during real-world driving conditions; and that it could not achieve the advertised towing power,
7 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
8 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
9 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
10 unauthorized emission control devices.

11 1048. Plaintiff, Sam Richey (for the purpose of this paragraph, "Plaintiff"), a citizen of
12 the State of Oregon residing in the City of Eugene, bought a 2016 Dodge Ram 1500 EcoDiesel®
13 (for the purpose of this paragraph, the "Subject Vehicle") on or about September 21, 2016, at Lithia
14 Chrysler Jeep Dodge of Eugene, an authorized FCA dealer in Eugene, Oregon. Plaintiff decided
15 to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel"
16 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on
17 which the Subject Vehicles were represented as environmentally friendly, having low emissions
18 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
19 Vehicles. When Plaintiff went to Lithia Chrysler Jeep Dodge of Eugene to purchase the Subject
20 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
21 economy and performance. These representations, along with the advertised fuel economy, were
22 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
23 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels

1 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
2 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
3 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
4 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
5 emission standards; that its emission treatment system was designed to de-activate during real-
6 world driving conditions; and that it could not achieve the advertised towing power, performance,
7 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
8 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
9 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
10 control devices.

11 1049. Plaintiff, Sam Richey (for the purpose of this paragraph, "Plaintiff"), a citizen of
12 the State of Oregon residing in the City of Eugene, bought two 2016 Dodge Ram 1500
13 EcoDiesels® (for the purpose of this paragraph, the "Subject Vehicle") on or about September 22,
14 2016, at Lithia Chrysler Jeep Dodge of Eugene, an authorized FCA dealer in Eugene, Oregon.
15 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
16 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
17 website, on which the Subject Vehicles were represented as environmentally friendly, having low
18 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
19 Subject Vehicles. When Plaintiff went to Lithia Chrysler Jeep Dodge of Eugene to purchase the
20 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
21 its fuel economy and performance. These representations, along with the advertised fuel economy,
22 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
23 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx

1 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
2 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
3 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
4 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
5 comply with emission standards; that its emission treatment system was designed to de-activate
6 during real-world driving conditions; and that it could not achieve the advertised towing power,
7 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
8 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
9 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
10 unauthorized emission control devices.

11 1050. Plaintiff, Richard Tomlison (for the purpose of this paragraph, "Plaintiff"), a
12 citizen of the State of Ohio residing in the City of Waverly, bought a 2015 Dodge Ram 1500
13 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about January 7, 2015,
14 at Herrnstein, an authorized FCA dealer in Chillicothe, Ohio. Plaintiff decided to buy the Subject
15 Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced
16 emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject
17 Vehicles were represented as environmentally friendly, having low emissions and good fuel
18 economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When
19 Plaintiff went to Herrnstein to purchase the Subject Vehicle, the sales associate touted the Subject
20 Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
21 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
22 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
23 could perform as advertised only by emitting NOx at levels that are greater than advertised and

1 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
2 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
3 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
4 would have paid less for it, had he/she known that it did not comply with emission standards; that
5 its emission treatment system was designed to de-activate during real-world driving conditions;
6 and that it could not achieve the advertised towing power, performance, and/or fuel economy
7 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
8 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
9 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

10 1051. Plaintiff, Jesse Stoddard (for the purpose of this paragraph, "Plaintiff"), a citizen
11 of the State of New York residing in the City of Sprakers, bought a 2014 Dodge Ram 1500
12 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about October 24,
13 2018, at Carbone Ram, an authorized FCA dealer in Yorkville, New York. Plaintiff decided to buy
14 the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
15 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
16 Subject Vehicles were represented as environmentally friendly, having low emissions and good
17 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
18 When Plaintiff went to Carbone Ram to purchase the Subject Vehicle, the sales associate touted
19 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
20 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
21 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
22 could perform as advertised only by emitting NOx at levels that are greater than advertised and
23 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with

1 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
2 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
3 would have paid less for it, had he/she known that it did not comply with emission standards; that
4 its emission treatment system was designed to de-activate during real-world driving conditions;
5 and that it could not achieve the advertised towing power, performance, and/or fuel economy
6 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
7 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
8 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

9 1052. Plaintiffs, Willard R. & Victoria L. Hart (for the purpose of this paragraph,
10 "Plaintiffs"), are citizens of the State of Nebraska residing in the City of Sargent, bought a 2015
11 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or
12 about September 25, 2015, at Roy's Grand Dodge, an authorized FCA dealer in Grand Island,
13 Nebraska. Plaintiffs decided to buy the Subject Vehicle based in part on FCA's representations
14 that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiffs recalls
15 visiting the Ram website, on which the Subject Vehicles were represented as environmentally
16 friendly, having low emissions and good fuel economy. Plaintiffs also recalls seeing television
17 commercials about the Subject Vehicles. When Plaintiffs went to Roy's Grand Dodge to purchase
18 the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes,
19 including its fuel economy and performance. These representations, along with the advertised fuel
20 economy, were among the primary reasons Plaintiffs chose the Subject Vehicle. At the time of
21 purchase, Plaintiffs did not know that the Subject Vehicle could perform as advertised only by
22 emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiffs
23 aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission

1 control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiffs
2 would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known
3 that it did not comply with emission standards; that its emission treatment system was designed to
4 de-activate during real-world driving conditions; and that it could not achieve the advertised
5 towing power, performance, and/or fuel economy without cheating emission tests. Plaintiffs has
6 suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would
7 not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not
8 concealed the unauthorized emission control devices.

9 1053. Plaintiff, Ron Dupree (for the purpose of this paragraph, "Plaintiff"), a citizen of
10 the State of Kentucky residing in the City of Shepherdsville, bought a 2015 Dodge Ram 1500
11 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about February 14,
12 2015, at Oxmoor Chrysler Dodge Jeep Ram, an authorized FCA dealer in Louisville, Kentucky.
13 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
14 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
15 website, on which the Subject Vehicles were represented as environmentally friendly, having low
16 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
17 Subject Vehicles. When Plaintiff went to Oxmoor Chrysler Dodge Jeep Ram to purchase the
18 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
19 its fuel economy and performance. These representations, along with the advertised fuel economy,
20 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
21 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
22 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
23 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices

1 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
2 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
3 comply with emission standards; that its emission treatment system was designed to de-activate
4 during real-world driving conditions; and that it could not achieve the advertised towing power,
5 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
6 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
7 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
8 unauthorized emission control devices.

9 1054. Plaintiff, Jamie L Day (for the purpose of this paragraph, "Plaintiff"), a citizen of
10 the State of New York residing in the City of Bradford, bought a 2014 Jeep Grand Cherokee
11 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about March 19, 2016,
12 at Friendly Dodge Chrysler Jeep Inc, an authorized FCA dealer in Penn Yan, New York. Plaintiff
13 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
14 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep
15 website, on which the Subject Vehicles were represented as environmentally friendly, having low
16 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
17 Subject Vehicles. When Plaintiff went to Friendly Dodge Chrysler Jeep Inc to purchase the
18 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
19 its fuel economy and performance. These representations, along with the advertised fuel economy,
20 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
21 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
22 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
23 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices

1 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
2 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
3 comply with emission standards; that its emission treatment system was designed to de-activate
4 during real-world driving conditions; and that it could not achieve the advertised towing power,
5 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
6 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
7 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
8 unauthorized emission control devices.

9 1055. Plaintiffs, Christopher M. Forsythe & Linsey M. Shelton (for the purpose of this
10 paragraph, "Plaintiffs"), are citizens of the State of New York residing in the City of Fairport,
11 bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject
12 Vehicle") on or about November 1, 2014, at Canandaigua Chrysler Dodge Jeep, an authorized
13 FCA dealer in Canandaigua, New York. Plaintiffs decided to buy the Subject Vehicle based in part
14 on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel
15 efficient). Plaintiffs recalls visiting the Ram website, on which the Subject Vehicles were
16 represented as environmentally friendly, having low emissions and good fuel economy. Plaintiffs
17 also recalls seeing television commercials about the Subject Vehicles. When Plaintiffs went to
18 Canandaigua Chrysler Dodge Jeep to purchase the Subject Vehicle, the sales associate touted the
19 Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
20 representations, along with the advertised fuel economy, were among the primary reasons
21 Plaintiffs chose the Subject Vehicle. At the time of purchase, Plaintiffs did not know that the
22 Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than
23 advertised and above legal limits. Nor was Plaintiffs aware that his/her Subject Vehicle was

1 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
2 tests and to deceive consumers and regulators. Plaintiffs would not have purchased the Subject
3 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
4 standards; that its emission treatment system was designed to de-activate during real-world driving
5 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
6 economy without cheating emission tests. Plaintiffs has suffered a concrete injury as a direct and
7 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
8 or would have paid less for it, had Defendants not concealed the unauthorized emission control
9 devices.

10 1056. Plaintiff, John Ball (for the purpose of this paragraph, "Plaintiff"), a citizen of the
11 State of Pennsylvania residing in the City of Warminster, bought a 2015 Jeep Grand Cherokee
12 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about December 4,
13 2014, at Fred Beans Chrysler Dodge Jeep, an authorized FCA dealer in Doylestown, Pennsylvania.
14 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
15 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep
16 website, on which the Subject Vehicles were represented as environmentally friendly, having low
17 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
18 Subject Vehicles. When Plaintiff went to Fred Beans Chrysler Dodge Jeep to purchase the Subject
19 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
20 economy and performance. These representations, along with the advertised fuel economy, were
21 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
22 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
23 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject

1 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
2 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
3 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
4 emission standards; that its emission treatment system was designed to de-activate during real-
5 world driving conditions; and that it could not achieve the advertised towing power, performance,
6 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
7 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
8 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
9 control devices.

10 1057. Plaintiff, Jason Johnson (for the purpose of this paragraph, "Plaintiff"), a citizen of
11 the State of Arizona residing in the City of Gilbert, bought a 2014 Jeep Grand Cherokee
12 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about May 1, 2014,
13 at Earnhardt Chrysler Jeep Dodge, an authorized FCA dealer in Gilbert, Arizona. Plaintiff decided
14 to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel"
15 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on
16 which the Subject Vehicles were represented as environmentally friendly, having low emissions
17 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
18 Vehicles. When Plaintiff went to Earnhardt Chrysler Jeep Dodge to purchase the Subject Vehicle,
19 the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy
20 and performance. These representations, along with the advertised fuel economy, were among the
21 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
22 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
23 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was

1 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
2 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
3 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
4 standards; that its emission treatment system was designed to de-activate during real-world driving
5 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
6 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
7 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
8 or would have paid less for it, had Defendants not concealed the unauthorized emission control
9 devices.

10 1058. Plaintiff, Scott Brophy (for the purpose of this paragraph, "Plaintiff"), a citizen of
11 the State of Vermont residing in the City of East Arlington, bought a 2014 Dodge Ram 1500
12 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 24, 2014,
13 at Zappone Chrysler Jeep Dodge RAM Granville, an authorized FCA dealer in Granville, New
14 York. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it
15 was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting
16 the Ram website, on which the Subject Vehicles were represented as environmentally friendly,
17 having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials
18 about the Subject Vehicles. When Plaintiff went to Zappone Chrysler Jeep Dodge RAM Granville
19 to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel®
20 attributes, including its fuel economy and performance. These representations, along with the
21 advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At
22 the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised
23 only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was

1 Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized
2 emission control devices designed to cheat emission tests and to deceive consumers and regulators.
3 Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she
4 known that it did not comply with emission standards; that its emission treatment system was
5 designed to de-activate during real-world driving conditions; and that it could not achieve the
6 advertised towing power, performance, and/or fuel economy without cheating emission tests.
7 Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct,
8 and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants
9 not concealed the unauthorized emission control devices.

10 1059. Plaintiff, Scott Brophy (for the purpose of this paragraph, "Plaintiff"), a citizen of
11 the State of Vermont residing in the City of East Arlington, bought a 2015 Dodge Ram 1500
12 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about December 29,
13 2014, at Zappone Chrysler Jeep Dodge RAM Granville, an authorized FCA dealer in Granville,
14 New York. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations
15 that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls
16 visiting the Ram website, on which the Subject Vehicles were represented as environmentally
17 friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television
18 commercials about the Subject Vehicles. When Plaintiff went to Zappone Chrysler Jeep Dodge
19 RAM Granville to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's
20 EcoDiesel® attributes, including its fuel economy and performance. These representations, along
21 with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject
22 Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as
23 advertised only by emitting NOx at levels that are greater than advertised and above legal limits.

1 Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and
2 unauthorized emission control devices designed to cheat emission tests and to deceive consumers
3 and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less
4 for it, had he/she known that it did not comply with emission standards; that its emission treatment
5 system was designed to de-activate during real-world driving conditions; and that it could not
6 achieve the advertised towing power, performance, and/or fuel economy without cheating
7 emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of
8 Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid
9 less for it, had Defendants not concealed the unauthorized emission control devices.

10 1060. Plaintiff, Roland Begay (for the purpose of this paragraph, "Plaintiff"), a citizen of
11 the State of New Mexico residing in the City of Crownpoint, bought a 2014 Dodge Ram 1500
12 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about April 15, 2016,
13 at New Country Auto Center Cortez, an authorized FCA dealer in Cortez, Colorado. Plaintiff
14 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
15 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
16 website, on which the Subject Vehicles were represented as environmentally friendly, having low
17 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
18 Subject Vehicles. When Plaintiff went to New Country Auto Center Cortez to purchase the Subject
19 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
20 economy and performance. These representations, along with the advertised fuel economy, were
21 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
22 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
23 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject

1 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
2 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
3 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
4 emission standards; that its emission treatment system was designed to de-activate during real-
5 world driving conditions; and that it could not achieve the advertised towing power, performance,
6 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
7 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
8 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
9 control devices.

10 1061. Plaintiff, Kevin Paul Hare (for the purpose of this paragraph, "Plaintiff"), a citizen
11 of the State of Louisiana residing in the City of Lake Charles, bought a 2015 Dodge Ram 1500
12 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about November 1,
13 2015, at Mark Dodge, an authorized FCA dealer in Mark Dodge, Louisiana. Plaintiff decided to
14 buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle
15 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
16 Subject Vehicles were represented as environmentally friendly, having low emissions and good
17 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
18 When Plaintiff went to Mark Dodge to purchase the Subject Vehicle, the sales associate touted the
19 Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
20 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
21 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
22 could perform as advertised only by emitting NOx at levels that are greater than advertised and
23 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with

1 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
2 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
3 would have paid less for it, had he/she known that it did not comply with emission standards; that
4 its emission treatment system was designed to de-activate during real-world driving conditions;
5 and that it could not achieve the advertised towing power, performance, and/or fuel economy
6 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
7 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
8 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

9 1062. Plaintiff, Jason Philaja (for the purpose of this paragraph, "Plaintiff"), a citizen of
10 the State of Wisconsin residing in the City of Muskego, bought a 2014 Jeep Grand Cherokee
11 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about July 3, 2014, at
12 Havill Chrysler Dodge Jeep Ram (Now Griffin Chrysler Dodge Jeep Ram), an authorized FCA
13 dealer in Jefferson, Wisconsin. Plaintiff decided to buy the Subject Vehicle based in part on FCA's
14 representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient).
15 Plaintiff recalls visiting the Jeep website, on which the Subject Vehicles were represented as
16 environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls
17 seeing television commercials about the Subject Vehicles. When Plaintiff went to Havill Chrysler
18 Dodge Jeep Ram (Now Griffin Chrysler Dodge Jeep Ram) to purchase the Subject Vehicle, the
19 sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
20 performance. These representations, along with the advertised fuel economy, were among the
21 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
22 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
23 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was

1 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
2 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
3 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
4 standards; that its emission treatment system was designed to de-activate during real-world driving
5 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
6 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
7 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
8 or would have paid less for it, had Defendants not concealed the unauthorized emission control
9 devices.

10 1063. Plaintiff, Mace Mcvay (for the purpose of this paragraph, "Plaintiff"), a citizen of
11 the State of Oregon residing in the City of Bend, bought a 2015 Dodge Ram 1500 EcoDiesel® (for
12 the purpose of this paragraph, the "Subject Vehicle") on or about January 1, 2015, at Smolich
13 Motors, an authorized FCA dealer in Bend, Oregon. Plaintiff decided to buy the Subject Vehicle
14 based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions
15 and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were
16 represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff
17 also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to
18 Smolich Motors to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's
19 EcoDiesel® attributes, including its fuel economy and performance. These representations, along
20 with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject
21 Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as
22 advertised only by emitting NOx at levels that are greater than advertised and above legal limits.
23 Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and

1 unauthorized emission control devices designed to cheat emission tests and to deceive consumers
2 and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less
3 for it, had he/she known that it did not comply with emission standards; that its emission treatment
4 system was designed to de-activate during real-world driving conditions; and that it could not
5 achieve the advertised towing power, performance, and/or fuel economy without cheating
6 emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of
7 Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid
8 less for it, had Defendants not concealed the unauthorized emission control devices.

9 1064. Plaintiffs, Sandy & Gina Badenski (for the purpose of this paragraph, "Plaintiffs"),
10 are citizens of the State of Michigan residing in the City of Sault Sainte Marie, bought a 2014
11 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or
12 about July 22, 2014, at O'Connor's Chrysler-Dodge-Jeep, INC, an authorized FCA dealer in
13 Pickford, Michigan. Plaintiffs decided to buy the Subject Vehicle based in part on FCA's
14 representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient).
15 Plaintiffs recalls visiting the Ram website, on which the Subject Vehicles were represented as
16 environmentally friendly, having low emissions and good fuel economy. Plaintiffs also recalls
17 seeing television commercials about the Subject Vehicles. When Plaintiffs went to O'Connor's
18 Chrysler-Dodge-Jeep, INC to purchase the Subject Vehicle, the sales associate touted the Subject
19 Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
20 representations, along with the advertised fuel economy, were among the primary reasons
21 Plaintiffs chose the Subject Vehicle. At the time of purchase, Plaintiffs did not know that the
22 Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than
23 advertised and above legal limits. Nor was Plaintiffs aware that his/her Subject Vehicle was

1 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
2 tests and to deceive consumers and regulators. Plaintiffs would not have purchased the Subject
3 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
4 standards; that its emission treatment system was designed to de-activate during real-world driving
5 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
6 economy without cheating emission tests. Plaintiffs has suffered a concrete injury as a direct and
7 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
8 or would have paid less for it, had Defendants not concealed the unauthorized emission control
9 devices.

10 1065. Plaintiff, Kasimir Kedzierski (for the purpose of this paragraph, "Plaintiff"), a
11 citizen of the State of Illinois residing in the City of Plainfield, bought a 2016 Dodge Ram 1500
12 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about July 29, 2017,
13 at Carmax, an authorized FCA dealer in Naperville, Illinois. Plaintiff decided to buy the Subject
14 Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced
15 emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject
16 Vehicles were represented as environmentally friendly, having low emissions and good fuel
17 economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When
18 Plaintiff went to Carmax to purchase the Subject Vehicle, the sales associate touted the Subject
19 Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
20 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
21 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
22 could perform as advertised only by emitting NOx at levels that are greater than advertised and
23 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with

1 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
2 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
3 would have paid less for it, had he/she known that it did not comply with emission standards; that
4 its emission treatment system was designed to de-activate during real-world driving conditions;
5 and that it could not achieve the advertised towing power, performance, and/or fuel economy
6 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
7 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
8 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

9 1066. Plaintiff, Robert Troudt (for the purpose of this paragraph, "Plaintiff"), a citizen of
10 the State of Oregon residing in the City of Portland, bought a 2015 Dodge Ram 1500 EcoDiesel®
11 (for the purpose of this paragraph, the "Subject Vehicle") on or about December 12, 2014, at
12 Northwest Jeep Chrysler Dodge Ram, an authorized FCA dealer in Beaverton, Oregon. Plaintiff
13 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
14 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
15 website, on which the Subject Vehicles were represented as environmentally friendly, having low
16 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
17 Subject Vehicles. When Plaintiff went to Northwest Jeep Chrysler Dodge Ram to purchase the
18 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
19 its fuel economy and performance. These representations, along with the advertised fuel economy,
20 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
21 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
22 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
23 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices

1 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
2 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
3 comply with emission standards; that its emission treatment system was designed to de-activate
4 during real-world driving conditions; and that it could not achieve the advertised towing power,
5 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
6 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
7 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
8 unauthorized emission control devices.

9 1067. Plaintiffs, Richard & Shelly Green (for the purpose of this paragraph, "Plaintiffs"),
10 a citizen of the State of Oklahoma residing in the City of Yukon, bought a 2015 Dodge Ram 1500
11 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about January 25,
12 2018, at Joe Cooper Ford, an authorized FCA dealer in Yukon, Oregon. Plaintiffs decided to buy
13 the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
14 reduced emissions and fuel efficient). Plaintiffs recalls visiting the Ram website, on which the
15 Subject Vehicles were represented as environmentally friendly, having low emissions and good
16 fuel economy. Plaintiffs also recalls seeing television commercials about the Subject Vehicles.
17 When Plaintiffs went to Joe Cooper Ford to purchase the Subject Vehicle, the sales associate touted
18 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
19 representations, along with the advertised fuel economy, were among the primary reasons
20 Plaintiffs chose the Subject Vehicle. At the time of purchase, Plaintiffs did not know that the
21 Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than
22 advertised and above legal limits. Nor was Plaintiffs aware that his/her Subject Vehicle was
23 equipped with undisclosed and unauthorized emission control devices designed to cheat emission

1 tests and to deceive consumers and regulators. Plaintiffs would not have purchased the Subject
2 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
3 standards; that its emission treatment system was designed to de-activate during real-world driving
4 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
5 economy without cheating emission tests. Plaintiffs has suffered a concrete injury as a direct and
6 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
7 or would have paid less for it, had Defendants not concealed the unauthorized emission control
8 devices.

9 1068. Plaintiff, Kevin Stevens (for the purpose of this paragraph, "Plaintiff"), a citizen of
10 the State of Arizona residing in the City of Glendale, bought a 2014 Dodge Ram 1500 EcoDiesel®
11 (for the purpose of this paragraph, the "Subject Vehicle") on or about September 10, 2014, at Larry
12 Miller Dodge, an authorized FCA dealer in Peoria, Arizona. Plaintiff decided to buy the Subject
13 Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced
14 emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject
15 Vehicles were represented as environmentally friendly, having low emissions and good fuel
16 economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When
17 Plaintiff went to Larry Miller Dodge to purchase the Subject Vehicle, the sales associate touted the
18 Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
19 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
20 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
21 could perform as advertised only by emitting NOx at levels that are greater than advertised and
22 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
23 undisclosed and unauthorized emission control devices designed to cheat emission tests and to

1 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
2 would have paid less for it, had he/she known that it did not comply with emission standards; that
3 its emission treatment system was designed to de-activate during real-world driving conditions;
4 and that it could not achieve the advertised towing power, performance, and/or fuel economy
5 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
6 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
7 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

8 1069. Plaintiff, Aaron Mills (for the purpose of this paragraph, "Plaintiff"), a citizen of
9 the State of Wisconsin residing in the City of Twin Lakes, bought a 2015 Dodge Ram EcoDiesel®
10 (for the purpose of this paragraph, the "Subject Vehicle") on or about May 1, 2017, at Buss Ford,
11 an authorized FCA dealer in Mchenry, Illinois. Plaintiff decided to buy the Subject Vehicle based
12 in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and
13 fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were
14 represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff
15 also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Buss
16 Ford to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel®
17 attributes, including its fuel economy and performance. These representations, along with the
18 advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At
19 the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised
20 only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was
21 Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized
22 emission control devices designed to cheat emission tests and to deceive consumers and regulators.
23 Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she

1 known that it did not comply with emission standards; that its emission treatment system was
2 designed to de-activate during real-world driving conditions; and that it could not achieve the
3 advertised towing power, performance, and/or fuel economy without cheating emission tests.
4 Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct,
5 and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants
6 not concealed the unauthorized emission control devices.

7 1070. Plaintiff, Charlie Elliot (for the purpose of this paragraph, "Plaintiff"), a citizen of
8 the State of Oklahoma residing in the City of Aline, bought a 2014 Dodge Ram 1500 EcoDiesel®
9 (for the purpose of this paragraph, the "Subject Vehicle") on or about February 15, 2015, at
10 Johnsons of Kingfisher, an authorized FCA dealer in Kingfisher, Oklahoma. Plaintiff decided to
11 buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle
12 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
13 Subject Vehicles were represented as environmentally friendly, having low emissions and good
14 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
15 When Plaintiff went to Johnsons of Kingfisher to purchase the Subject Vehicle, the sales associate
16 touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance.
17 These representations, along with the advertised fuel economy, were among the primary reasons
18 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
19 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
20 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
21 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
22 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
23 would have paid less for it, had he/she known that it did not comply with emission standards; that

1 its emission treatment system was designed to de-activate during real-world driving conditions;
2 and that it could not achieve the advertised towing power, performance, and/or fuel economy
3 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
4 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
5 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

6 1071. Plaintiff, John Henglefeldt (for the purpose of this paragraph, "Plaintiff"), a citizen
7 of the State of South Dakota residing in the City of Alexandria, bought a 2016 Dodge Ram 1500
8 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about March 30, 2016,
9 at Iverson Chrysler Center, an authorized FCA dealer in Mitchell, South Dakota. Plaintiff decided
10 to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel"
11 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on
12 which the Subject Vehicles were represented as environmentally friendly, having low emissions
13 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
14 Vehicles. When Plaintiff went to Iverson Chrysler Center to purchase the Subject Vehicle, the
15 sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
16 performance. These representations, along with the advertised fuel economy, were among the
17 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
18 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
19 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
20 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
21 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
22 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
23 standards; that its emission treatment system was designed to de-activate during real-world driving

1 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
2 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
3 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
4 or would have paid less for it, had Defendants not concealed the unauthorized emission control
5 devices.

6 1072. Plaintiff, Carl Caughman (for the purpose of this paragraph, "Plaintiff"), a citizen
7 of the State of Arizona residing in the City of Hot Springs National Park, bought a 2015 Dodge
8 Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about
9 January 3, 2017, at Patterson Dodge Ram, an authorized FCA dealer in Marshall, Texas. Plaintiff
10 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
11 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
12 website, on which the Subject Vehicles were represented as environmentally friendly, having low
13 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
14 Subject Vehicles. When Plaintiff went to Patterson Dodge Ram to purchase the Subject Vehicle,
15 the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy
16 and performance. These representations, along with the advertised fuel economy, were among the
17 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
18 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
19 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
20 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
21 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
22 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
23 standards; that its emission treatment system was designed to de-activate during real-world driving

1 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
2 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
3 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
4 or would have paid less for it, had Defendants not concealed the unauthorized emission control
5 devices.

6 1073. Plaintiffs, Bruce & JoDawn Chrz (for the purpose of this paragraph, "Plaintiffs"),
7 are citizens of the State of Oklahoma residing in the City of Quapaw, bought a 2015 Dodge Ram
8 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about August
9 26, 2015, at Jay Hatfield Chrysler Dodge, an authorized FCA dealer in Frontenac, Kansas.
10 Plaintiffs decided to buy the Subject Vehicle based in part on FCA's representations that it was an
11 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiffs recalls visiting the Ram
12 website, on which the Subject Vehicles were represented as environmentally friendly, having low
13 emissions and good fuel economy. Plaintiffs also recalls seeing television commercials about the
14 Subject Vehicles. When Plaintiffs went to Jay Hatfield Chrysler Dodge to purchase the Subject
15 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
16 economy and performance. These representations, along with the advertised fuel economy, were
17 among the primary reasons Plaintiffs chose the Subject Vehicle. At the time of purchase, Plaintiffs
18 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
19 that are greater than advertised and above legal limits. Nor was Plaintiffs aware that his/her Subject
20 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
21 cheat emission tests and to deceive consumers and regulators. Plaintiffs would not have purchased
22 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
23 emission standards; that its emission treatment system was designed to de-activate during real-

1 world driving conditions; and that it could not achieve the advertised towing power, performance,
2 and/or fuel economy without cheating emission tests. Plaintiffs has suffered a concrete injury as a
3 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
4 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
5 control devices.

6 1074. Plaintiff, Josh Reid (for the purpose of this paragraph, "Plaintiff"), a citizen of the
7 State of Arizona residing in the City of Chandler, leased a 2014 Dodge Ram 1500 EcoDiesel®
8 (for the purpose of this paragraph, the "Subject Vehicle") on or about March 24, 2017, at Larry H.
9 Miller Chrysler Jeep, an authorized FCA dealer in Avondale, Arizona. Plaintiff decided to buy the
10 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
11 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
12 Subject Vehicles were represented as environmentally friendly, having low emissions and good
13 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
14 When Plaintiff went to Larry H. Miller Chrysler Jeep to lease the Subject Vehicle, the sales
15 associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
16 performance. These representations, along with the advertised fuel economy, were among the
17 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
18 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
19 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
20 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
21 tests and to deceive consumers and regulators. Plaintiff would not have leased the Subject Vehicle,
22 or would have paid less for it, had he/she known that it did not comply with emission standards;
23 that its emission treatment system was designed to de-activate during real-world driving

1 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
2 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
3 proximate result of Defendants' misconduct, and would not have leased the Subject Vehicle, or
4 would have paid less for it, had Defendants not concealed the unauthorized emission control
5 devices.

6 1075. Plaintiff, Lawrence Fox (for the purpose of this paragraph, "Plaintiff"), a citizen of
7 the State of Ohio residing in the City of Toledo, bought a 2016 Jeep Grand Cherokee EcoDiesel®
8 (for the purpose of this paragraph, the "Subject Vehicle") on or about March 21, 2016, at Yark
9 Chrysler Jeep, an authorized FCA dealer in Toledo, Ohio. Plaintiff decided to buy the Subject
10 Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced
11 emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the Subject
12 Vehicles were represented as environmentally friendly, having low emissions and good fuel
13 economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When
14 Plaintiff went to Yark Chrysler Jeep to purchase the Subject Vehicle, the sales associate touted the
15 Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
16 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
17 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
18 could perform as advertised only by emitting NOx at levels that are greater than advertised and
19 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
20 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
21 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
22 would have paid less for it, had he/she known that it did not comply with emission standards; that
23 its emission treatment system was designed to de-activate during real-world driving conditions;

1 and that it could not achieve the advertised towing power, performance, and/or fuel economy
2 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
3 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
4 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

5 1076. Plaintiff, Charles Bogy (for the purpose of this paragraph, "Plaintiff"), a citizen of
6 the State of Montana residing in the City of Helena, bought a 2015 Dodge Ram 1500 EcoDiesel®
7 (for the purpose of this paragraph, the "Subject Vehicle") on or about December 13, 2018, at
8 Robert Allen Nissan, an authorized FCA dealer in Helena, Montana. Plaintiff decided to buy the
9 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
10 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
11 Subject Vehicles were represented as environmentally friendly, having low emissions and good
12 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
13 When Plaintiff went to Robert Allen Nissan to purchase the Subject Vehicle, the sales associate
14 touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance.
15 These representations, along with the advertised fuel economy, were among the primary reasons
16 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
17 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
18 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
19 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
20 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
21 would have paid less for it, had he/she known that it did not comply with emission standards; that
22 its emission treatment system was designed to de-activate during real-world driving conditions;
23 and that it could not achieve the advertised towing power, performance, and/or fuel economy

1 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
2 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
3 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

4 1077. Plaintiff, Brian Carpenter (for the purpose of this paragraph, "Plaintiff"), a citizen
5 of the State of Vermont residing in the City of Greensboro Bend, bought a 2015 Dodge Ram 1500
6 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 23, 2018,
7 at St.J Auto Chrystler Dodge Jeep Ram, an authorized FCA dealer in St.Johnsbury, Vermont.
8 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
9 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
10 website, on which the Subject Vehicles were represented as environmentally friendly, having low
11 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
12 Subject Vehicles. When Plaintiff went to St.J Auto Chrystler Dodge Jeep Ram to purchase the
13 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
14 its fuel economy and performance. These representations, along with the advertised fuel economy,
15 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
16 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
17 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
18 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
19 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
20 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
21 comply with emission standards; that its emission treatment system was designed to de-activate
22 during real-world driving conditions; and that it could not achieve the advertised towing power,
23 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a

1 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
2 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
3 unauthorized emission control devices.

4 1078. Plaintiff, Linda Lawrence (for the purpose of this paragraph, "Plaintiff"), a citizen
5 of the State of California residing in the City of Woodlake, bought a 2015 Dodge Ram 1500
6 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 01, 2018,
7 at Lampe Chrysler Dodge, an authorized FCA dealer in Visalia, California. Plaintiff decided to
8 buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle
9 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
10 Subject Vehicles were represented as environmentally friendly, having low emissions and good
11 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
12 When Plaintiff went to Lampe Chrysler Dodge to purchase the Subject Vehicle, the sales associate
13 touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance.
14 These representations, along with the advertised fuel economy, were among the primary reasons
15 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
16 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
17 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
18 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
19 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
20 would have paid less for it, had he/she known that it did not comply with emission standards; that
21 its emission treatment system was designed to de-activate during real-world driving conditions;
22 and that it could not achieve the advertised towing power, performance, and/or fuel economy
23 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate

1 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
2 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

3 1079. Plaintiff, Charles M. & Mickie L. Wedel (for the purpose of this paragraph,
4 "Plaintiff"), a citizen of the State of California residing in the City of Wasco, bought a 2015 Dodge
5 Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about April,
6 30th 2015 at Lampe Dodge an authorized FCA dealer in Visalia, California. Plaintiff decided to
7 buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle
8 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
9 Subject Vehicles were represented as environmentally friendly, having low emissions and good
10 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
11 When Plaintiff went to Lampe Dodge to purchase the Subject Vehicle, the sales associate touted
12 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
13 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
14 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
15 could perform as advertised only by emitting NOx at levels that are greater than advertised and
16 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
17 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
18 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
19 would have paid less for it, had he/she known that it did not comply with emission standards; that
20 its emission treatment system was designed to de-activate during real-world driving conditions;
21 and that it could not achieve the advertised towing power, performance, and/or fuel economy
22 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
23 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would

1 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

2 1080. Plaintiff, Andrew Bleier (for the purpose of this paragraph, “Plaintiff”), a citizen
3 of the State of California residing in the City of San Diego, bought a 2014 Jeep Grand Cherokee
4 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about August 4th,
5 2014, at Perry Chrysler Dodge Jeep Ram, an authorized FCA dealer in National City, California.
6 Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an
7 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep
8 website, on which the Subject Vehicles were represented as environmentally friendly, having low
9 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
10 Subject Vehicles. When Plaintiff went to Perry Chrysler Dodge Jeep Ram to purchase the Subject
11 Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel
12 economy and performance. These representations, along with the advertised fuel economy, were
13 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
14 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
15 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
16 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
17 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
18 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
19 emission standards; that its emission treatment system was designed to de-activate during real-
20 world driving conditions; and that it could not achieve the advertised towing power, performance,
21 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
22 direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject
23 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission

1 control devices.

2 1081. Plaintiff, Mark Armstrong (for the purpose of this paragraph, “Plaintiff”), a citizen
3 of the State of California residing in the City of Temecula, bought a 2016 Dodge Ram 1500
4 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about February 1st,
5 2016, at DCH Chrysler Temecula, an authorized FCA dealer in Temecula, California. Plaintiff
6 decided to buy the Subject Vehicle based in part on FCA’s representations that it was an
7 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
8 website, on which the Subject Vehicles were represented as environmentally friendly, having low
9 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
10 Subject Vehicles. When Plaintiff went to DCH Chrysler Temecula to purchase the Subject
11 Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel
12 economy and performance. These representations, along with the advertised fuel economy, were
13 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
14 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
15 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
16 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
17 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
18 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
19 emission standards; that its emission treatment system was designed to de-activate during real-
20 world driving conditions; and that it could not achieve the advertised towing power, performance,
21 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
22 direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject
23 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission

1 control devices.

2 1082. Plaintiff, Billy Oliver (for the purpose of this paragraph, “Plaintiff”), a citizen of
3 the State of Texas residing in the City of Winnie, bought a 2015 Dodge Ram 1500 EcoDiesel®
4 (for the purpose of this paragraph, the “Subject Vehicle”) on or about February 1st, 2015, at Winnie
5 Dodge, an authorized FCA dealer in Winnie, Texas. Plaintiff decided to buy the Subject Vehicle
6 based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions
7 and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were
8 represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff
9 also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to
10 Winnie Dodge to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s
11 EcoDiesel® attributes, including its fuel economy and performance. These representations, along
12 with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject
13 Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as
14 advertised only by emitting NOx at levels that are greater than advertised and above legal limits.
15 Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and
16 unauthorized emission control devices designed to cheat emission tests and to deceive consumers
17 and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less
18 for it, had he/she known that it did not comply with emission standards; that its emission treatment
19 system was designed to de-activate during real-world driving conditions; and that it could not
20 achieve the advertised towing power, performance, and/or fuel economy without cheating
21 emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of
22 Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid
23 less for it, had Defendants not concealed the unauthorized emission control devices.

1 1083. Plaintiff, Zachary Oliver (for the purpose of this paragraph, “Plaintiff”), a citizen
2 of the State of Texas residing in the City of Winnie, bought a 2015 Dodge Ram 1500 EcoDiesel®
3 (for the purpose of this paragraph, the “Subject Vehicle”) on or about April 1st, 2015, at Winnie
4 Dodge, an authorized FCA dealer in Winnie, Texas. Plaintiff decided to buy the Subject Vehicle
5 based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions
6 and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were
7 represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff
8 also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to
9 Winnie Dodge to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s
10 EcoDiesel® attributes, including its fuel economy and performance. These representations, along
11 with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject
12 Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as
13 advertised only by emitting NOx at levels that are greater than advertised and above legal limits.
14 Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and
15 unauthorized emission control devices designed to cheat emission tests and to deceive consumers
16 and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less
17 for it, had he/she known that it did not comply with emission standards; that its emission treatment
18 system was designed to de-activate during real-world driving conditions; and that it could not
19 achieve the advertised towing power, performance, and/or fuel economy without cheating
20 emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of
21 Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid
22 less for it, had Defendants not concealed the unauthorized emission control devices.

23 1084. Plaintiff, Dennis Little & Diana Wallace (for the purpose of this paragraph,

1 “Plaintiff”), a citizen of the State of Indiana residing in the City of Anderson, bought a 2015 Dodge
2 Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about
3 November 22nd, 2014, at Dellen Dodge Chrysler Jeep, an authorized FCA dealer in Greenfield,
4 Idaho. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it
5 was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting
6 the Ram website, on which the Subject Vehicles were represented as environmentally friendly,
7 having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials
8 about the Subject Vehicles. When Plaintiff went to Dellen Dodge Chrysler Jeep to purchase the
9 Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including
10 its fuel economy and performance. These representations, along with the advertised fuel economy,
11 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
12 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
13 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
14 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
15 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
16 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
17 comply with emission standards; that its emission treatment system was designed to de-activate
18 during real-world driving conditions; and that it could not achieve the advertised towing power,
19 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
20 concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have
21 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
22 unauthorized emission control devices.

23 1085. Plaintiff, Darrel C. Caldwell (for the purpose of this paragraph, “Plaintiff”), a

1 citizen of the State of Texas residing in the City of Conroe, bought a 2015 Dodge Ram 1500
2 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about August 27th,
3 2015, at Demontrond Conroe, an authorized FCA dealer in Conroe, Texas. Plaintiff decided to
4 buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle
5 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
6 Subject Vehicles were represented as environmentally friendly, having low emissions and good
7 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
8 When Plaintiff went to Demontrond Conroe to purchase the Subject Vehicle, the sales associate
9 touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance.
10 These representations, along with the advertised fuel economy, were among the primary reasons
11 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
12 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
13 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
14 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
15 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
16 would have paid less for it, had he/she known that it did not comply with emission standards; that
17 its emission treatment system was designed to de-activate during real-world driving conditions;
18 and that it could not achieve the advertised towing power, performance, and/or fuel economy
19 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
20 result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would
21 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

22 1086. Plaintiff, Earl French (for the purpose of this paragraph, “Plaintiff”), a citizen of
23 the State of Alabama residing in the City of Tallassee, bought a 2016 Dodge Ram 1500

1 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about September 27th,
2 2016, at Tallassee Chrysler Dodge Jeep Ram, an authorized FCA dealer in Tallassee, Alabama.
3 Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an
4 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
5 website, on which the Subject Vehicles were represented as environmentally friendly, having low
6 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
7 Subject Vehicles. When Plaintiff went to Tallassee Chrysler Dodge Jeep Ram to purchase the
8 Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including
9 its fuel economy and performance. These representations, along with the advertised fuel economy,
10 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
11 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
12 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
13 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
14 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
15 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
16 comply with emission standards; that its emission treatment system was designed to de-activate
17 during real-world driving conditions; and that it could not achieve the advertised towing power,
18 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
19 concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have
20 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
21 unauthorized emission control devices.

22 1087. Plaintiff, Michael H & Naneen Chace-Ortiz (for the purpose of this paragraph,
23 “Plaintiff”), a citizen of the State of Maine residing in the City of West Buxton, bought a 2015

1 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or
2 about August 15th, 2015, at Lee Dodge Chrysler Jeep, an authorized FCA dealer in Westbrook,
3 Maine. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it
4 was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting
5 the Ram website, on which the Subject Vehicles were represented as environmentally friendly,
6 having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials
7 about the Subject Vehicles. When Plaintiff went to Lee Dodge Chrysler Jeep to purchase the
8 Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including
9 its fuel economy and performance. These representations, along with the advertised fuel economy,
10 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
11 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
12 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
13 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
14 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
15 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
16 comply with emission standards; that its emission treatment system was designed to de-activate
17 during real-world driving conditions; and that it could not achieve the advertised towing power,
18 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
19 concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have
20 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
21 unauthorized emission control devices.

22 1088. Plaintiff, Dan Gravitt (for the purpose of this paragraph, “Plaintiff”), a citizen of
23 the State of Georgia residing in the City of Sautee Nacoochee, bought a 2015 Dodge Ram 1500

1 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about April 1st, 2016,
2 at Jacky Jones Automotive Group, an authorized FCA dealer in Cleveland, Georgia. Plaintiff
3 decided to buy the Subject Vehicle based in part on FCA’s representations that it was an
4 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
5 website, on which the Subject Vehicles were represented as environmentally friendly, having low
6 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
7 Subject Vehicles. When Plaintiff went to Jacky Jones Automotive Group to purchase the Subject
8 Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel
9 economy and performance. These representations, along with the advertised fuel economy, were
10 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
11 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
12 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
13 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
14 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
15 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
16 emission standards; that its emission treatment system was designed to de-activate during real-
17 world driving conditions; and that it could not achieve the advertised towing power, performance,
18 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
19 direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject
20 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
21 control devices.

22 1089. Plaintiff, Gaston Barrett and Walton Stinson (for the purpose of this paragraph,
23 “Plaintiff”), a citizen of the State of Mississippi residing in the City of Philadelphia, bought a 2015

1 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or
2 about March 2nd, 2015, at Griffis Motors, Inc, an authorized FCA dealer in Philadelphia,
3 Mississippi. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations
4 that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls
5 visiting the Ram website, on which the Subject Vehicles were represented as environmentally
6 friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television
7 commercials about the Subject Vehicles. When Plaintiff went to Griffis Motors, Inc to purchase
8 the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes,
9 including its fuel economy and performance. These representations, along with the advertised fuel
10 economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of
11 purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by
12 emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff
13 aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission
14 control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff
15 would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known
16 that it did not comply with emission standards; that its emission treatment system was designed to
17 de-activate during real-world driving conditions; and that it could not achieve the advertised
18 towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has
19 suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would
20 not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not
21 concealed the unauthorized emission control devices.

22 1090. Plaintiff, John D. Porrazzo (for the purpose of this paragraph, “Plaintiff”), a citizen
23 of the State of Massachusetts residing in the City of Revere, bought a 2014 Jeep Grand Cherokee

1 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about August 15th,
2 2013 at Kelly Jeep, an authorized FCA dealer in Lynnfield, Massachusetts. Plaintiff decided to
3 buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle
4 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the
5 Subject Vehicles were represented as environmentally friendly, having low emissions and good
6 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
7 When Plaintiff went to Kelly Jeep to purchase the Subject Vehicle, the sales associate touted the
8 Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These
9 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
10 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
11 could perform as advertised only by emitting NOx at levels that are greater than advertised and
12 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
13 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
14 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
15 would have paid less for it, had he/she known that it did not comply with emission standards; that
16 its emission treatment system was designed to de-activate during real-world driving conditions;
17 and that it could not achieve the advertised towing power, performance, and/or fuel economy
18 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
19 result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would
20 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

21 1091. Plaintiff, Bobby & Petty Harris (for the purpose of this paragraph, “Plaintiff”), a
22 citizen of the State of Texas residing in the City of Monahans, bought a 2014 Dodge Ram 1500
23 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about September 21st,

1 2017, at Bruner Toyota, an authorized FCA dealer in Early, Texas. Plaintiff decided to buy the
2 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
3 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
4 Subject Vehicles were represented as environmentally friendly, having low emissions and good
5 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
6 When Plaintiff went to Bruner Toyota to purchase the Subject Vehicle, the sales associate touted
7 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
8 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
9 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
10 could perform as advertised only by emitting NOx at levels that are greater than advertised and
11 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
12 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
13 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
14 would have paid less for it, had he/she known that it did not comply with emission standards; that
15 its emission treatment system was designed to de-activate during real-world driving conditions;
16 and that it could not achieve the advertised towing power, performance, and/or fuel economy
17 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
18 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
19 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

20 1092. Plaintiff, Eli McClain (for the purpose of this paragraph, "Plaintiff"), a citizen of
21 the State of Arizona residing in the City of Gilbert, bought a 2015 Dodge Ram 1500 EcoDiesel®
22 (for the purpose of this paragraph, the "Subject Vehicle") on or about August 1st, 2017, at Bayway
23 Chevrolet (Pearland Chevrolet) an authorized FCA dealer in Pearland, Texas. Plaintiff decided to

1 buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle
2 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
3 Subject Vehicles were represented as environmentally friendly, having low emissions and good
4 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
5 When Plaintiff went to Bayway Chevrolet (Pearland Chevrolet) to purchase the Subject Vehicle,
6 the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy
7 and performance. These representations, along with the advertised fuel economy, were among the
8 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
9 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
10 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
11 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
12 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
13 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
14 standards; that its emission treatment system was designed to de-activate during real-world driving
15 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
16 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
17 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
18 or would have paid less for it, had Defendants not concealed the unauthorized emission control
19 devices.

20 1093. Plaintiff, Wesley S Catlin (for the purpose of this paragraph, "Plaintiff"), a citizen
21 of the State of Alaska residing in the City of Kasilof, bought a 2014 Dodge Ram 1500 EcoDiesel®
22 (for the purpose of this paragraph, the "Subject Vehicle") on or about September 1st, 2018, at
23 Kendall Chrysler, an authorized FCA dealer in Soldotna, Alaska. Plaintiff decided to buy the

1 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
2 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
3 Subject Vehicles were represented as environmentally friendly, having low emissions and good
4 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
5 When Plaintiff went to Kendall Chrysler to purchase the Subject Vehicle, the sales associate touted
6 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
7 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
8 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
9 could perform as advertised only by emitting NOx at levels that are greater than advertised and
10 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
11 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
12 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
13 would have paid less for it, had he/she known that it did not comply with emission standards; that
14 its emission treatment system was designed to de-activate during real-world driving conditions;
15 and that it could not achieve the advertised towing power, performance, and/or fuel economy
16 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
17 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
18 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

19 1094. Plaintiff, Joseph Weis (for the purpose of this paragraph, "Plaintiff"), a citizen of
20 the State of Florida residing in the City of Pensacola, bought a 2015 Dodge Ram 1500 EcoDiesel®
21 (for the purpose of this paragraph, the "Subject Vehicle") on or about March 21st, 2015, at Auto
22 Nation, an authorized FCA dealer in Houston, Texas. Plaintiff decided to buy the Subject Vehicle
23 based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions

1 and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were
2 represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff
3 also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to
4 Auto Nation to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's
5 EcoDiesel® attributes, including its fuel economy and performance. These representations, along
6 with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject
7 Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as
8 advertised only by emitting NOx at levels that are greater than advertised and above legal limits.
9 Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and
10 unauthorized emission control devices designed to cheat emission tests and to deceive consumers
11 and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less
12 for it, had he/she known that it did not comply with emission standards; that its emission treatment
13 system was designed to de-activate during real-world driving conditions; and that it could not
14 achieve the advertised towing power, performance, and/or fuel economy without cheating
15 emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of
16 Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid
17 less for it, had Defendants not concealed the unauthorized emission control devices.

18 1095. Plaintiff, Mark & Morgan Souza (for the purpose of this paragraph, "Plaintiff"), a
19 citizen of the State of California residing in the City of Atwater, bought a 2014 Dodge Ram 1500
20 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about September 21st,
21 2018, at Price Ford of Turlock, an authorized FCA dealer in Turlock, California. Plaintiff decided
22 to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel"
23 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on

1 which the Subject Vehicles were represented as environmentally friendly, having low emissions
2 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
3 Vehicles. When Plaintiff went to Price Ford of Turlock to purchase the Subject Vehicle, the sales
4 associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
5 performance. These representations, along with the advertised fuel economy, were among the
6 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
7 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
8 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
9 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
10 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
11 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
12 standards; that its emission treatment system was designed to de-activate during real-world driving
13 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
14 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
15 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
16 or would have paid less for it, had Defendants not concealed the unauthorized emission control
17 devices.

18 1096. Plaintiff, David Ngo (for the purpose of this paragraph, "Plaintiff"), a citizen of the
19 State of California residing in the City of Rancho Cucamonga, bought a 2015 Jeep Grand Cherokee
20 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about August 1st,
21 2015, at Chrysler Dodge Jeep of Alhambra, an authorized FCA dealer in Alhambra, California.
22 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
23 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep

1 website, on which the Subject Vehicles were represented as environmentally friendly, having low
2 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
3 Subject Vehicles. When Plaintiff went to Chrysler Dodge Jeep Ram of Alhambra to purchase the
4 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
5 its fuel economy and performance. These representations, along with the advertised fuel economy,
6 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
7 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
8 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
9 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
10 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
11 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
12 comply with emission standards; that its emission treatment system was designed to de-activate
13 during real-world driving conditions; and that it could not achieve the advertised towing power,
14 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
15 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
16 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
17 unauthorized emission control devices.

18 1097. Plaintiff, Robert Smith (for the purpose of this paragraph, "Plaintiff"), a citizen of
19 the State of Texas residing in the City of Azle, bought a 2015 Dodge Ram 1500 EcoDiesel® (for
20 the purpose of this paragraph, the "Subject Vehicle") on or about November 1st, 2015, at Moritz
21 Chrysler Jeep Dodge Ram, an authorized FCA dealer in Fort Worth, Texas. Plaintiff decided to
22 buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle
23 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the

1 Subject Vehicles were represented as environmentally friendly, having low emissions and good
2 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
3 When Plaintiff went to Moritz Chrysler Jeep Dodge Ram to purchase the Subject Vehicle, the sales
4 associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
5 performance. These representations, along with the advertised fuel economy, were among the
6 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
7 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
8 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
9 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
10 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
11 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
12 standards; that its emission treatment system was designed to de-activate during real-world driving
13 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
14 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
15 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
16 or would have paid less for it, had Defendants not concealed the unauthorized emission control
17 devices.

18 1098. Plaintiff, Elizabeth Roland (for the purpose of this paragraph, "Plaintiff"), a citizen
19 of the State of Texas residing in the City of Seabrook, bought a 2015 Dodge Ram EcoDiesel® (for
20 the purpose of this paragraph, the "Subject Vehicle") on or about June 1st, 2015, at Ron Carter, an
21 authorized FCA dealer in Dickenson, Texas. Plaintiff decided to buy the Subject Vehicle based in
22 part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel
23 efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were

1 represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff
2 also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Ron
3 Carter to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's
4 EcoDiesel® attributes, including its fuel economy and performance. These representations, along
5 with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject
6 Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as
7 advertised only by emitting NOx at levels that are greater than advertised and above legal limits.
8 Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and
9 unauthorized emission control devices designed to cheat emission tests and to deceive consumers
10 and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less
11 for it, had he/she known that it did not comply with emission standards; that its emission treatment
12 system was designed to de-activate during real-world driving conditions; and that it could not
13 achieve the advertised towing power, performance, and/or fuel economy without cheating
14 emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of
15 Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid
16 less for it, had Defendants not concealed the unauthorized emission control devices.

17 1099. Plaintiff, George Graham (for the purpose of this paragraph, "Plaintiff"), a citizen
18 of the State of Georgia residing in the City of Grovetown, bought a 2015 Dodge Ram 1500
19 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about December 1st,
20 2015, at Thomson Chrysler Dodge Jeep RAM FIAT, an authorized FCA dealer in Thompson,
21 Georgia. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that
22 it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting
23 the Ram website, on which the Subject Vehicles were represented as environmentally friendly,

1 having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials
2 about the Subject Vehicles. When Plaintiff went to Thomson Chrysler Dodge Jeep RAM FIAT to
3 purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel®
4 attributes, including its fuel economy and performance. These representations, along with the
5 advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At
6 the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised
7 only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was
8 Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized
9 emission control devices designed to cheat emission tests and to deceive consumers and regulators.
10 Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she
11 known that it did not comply with emission standards; that its emission treatment system was
12 designed to de-activate during real-world driving conditions; and that it could not achieve the
13 advertised towing power, performance, and/or fuel economy without cheating emission tests.
14 Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct,
15 and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants
16 not concealed the unauthorized emission control devices.

17 1100. Plaintiff, James Radcliff (for the purpose of this paragraph, "Plaintiff"), a citizen
18 of the State of Mississippi residing in the City of Leakesville, bought a 2016 Dodge Ram 1500
19 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about July 14th, 2016,
20 at McMullan Equipment Company, an authorized FCA dealer in Hattiesburg, Mississippi. Plaintiff
21 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
22 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
23 website, on which the Subject Vehicles were represented as environmentally friendly, having low

1 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
2 Subject Vehicles. When Plaintiff went to McMullan Equipment Company to purchase the Subject
3 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
4 economy and performance. These representations, along with the advertised fuel economy, were
5 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
6 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
7 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
8 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
9 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
10 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
11 emission standards; that its emission treatment system was designed to de-activate during real-
12 world driving conditions; and that it could not achieve the advertised towing power, performance,
13 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
14 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
15 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
16 control devices.

17 1101. Plaintiff, Richard & Cindy Simcox (for the purpose of this paragraph, "Plaintiff"),
18 a citizen of the State of Wyoming residing in the City of Riverton, bought a 2016 Dodge Ram
19 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about September 10th,
20 2016, at Fremont Motors Casper, an authorized FCA dealer in Casper, Wyoming. Plaintiff decided
21 to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel"
22 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on
23 which the Subject Vehicles were represented as environmentally friendly, having low emissions

1 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
2 Vehicles. When Plaintiff went to Fremont Motors Casper to purchase the Subject Vehicle, the
3 sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
4 performance. These representations, along with the advertised fuel economy, were among the
5 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
6 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
7 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
8 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
9 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
10 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
11 standards; that its emission treatment system was designed to de-activate during real-world driving
12 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
13 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
14 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
15 or would have paid less for it, had Defendants not concealed the unauthorized emission control
16 devices.

17 1102. Plaintiff, Carl Ehrhart (for the purpose of this paragraph, "Plaintiff"), a citizen of
18 the State of Indiana residing in the City of Amboy, bought a 2015 Dodge Ram 1500 EcoDiesel®
19 (for the purpose of this paragraph, the "Subject Vehicle") on or about December 1st, 2015, at
20 O'Daniel Chrysler Dodge Jeep Ram, an authorized FCA dealer in Fort Wayne, Indiana. Plaintiff
21 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
22 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
23 website, on which the Subject Vehicles were represented as environmentally friendly, having low

1 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
2 Subject Vehicles. When Plaintiff went to O'Daniel Chrysler Dodge Jeep Ram to purchase the
3 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
4 its fuel economy and performance. These representations, along with the advertised fuel economy,
5 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
6 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
7 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
8 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
9 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
10 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
11 comply with emission standards; that its emission treatment system was designed to de-activate
12 during real-world driving conditions; and that it could not achieve the advertised towing power,
13 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
14 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
15 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
16 unauthorized emission control devices.

17 1103. Plaintiff, Carl Ehrhart (for the purpose of this paragraph, "Plaintiff"), a citizen of
18 the State of Indiana residing in the City of Amboy, bought a 2014 Jeep Grand Cherokee
19 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about April 1st, 2016,
20 at O'Daniel Chrysler Dodge Jeep Ram, an authorized FCA dealer in Fort Wayne, Indiana. Plaintiff
21 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
22 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep
23 website, on which the Subject Vehicles were represented as environmentally friendly, having low

1 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
2 Subject Vehicles. When Plaintiff went to O'Daniel Chrysler Dodge Jeep Ram to purchase the
3 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
4 its fuel economy and performance. These representations, along with the advertised fuel economy,
5 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
6 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
7 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
8 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
9 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
10 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
11 comply with emission standards; that its emission treatment system was designed to de-activate
12 during real-world driving conditions; and that it could not achieve the advertised towing power,
13 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
14 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
15 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
16 unauthorized emission control devices.

17 1104. Plaintiff, David Cich (for the purpose of this paragraph, "Plaintiff"), a citizen of
18 the State of Georgia residing in the City of Dacula, bought a 2015 Dodge Ram EcoDiesel® (for
19 the purpose of this paragraph, the "Subject Vehicle") on or about August 1st, 2015, at Akins Ram,
20 an authorized FCA dealer in Winder, Georgia. Plaintiff decided to buy the Subject Vehicle based
21 in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and
22 fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were
23 represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff

1 also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to
2 Akins Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's
3 EcoDiesel® attributes, including its fuel economy and performance. These representations, along
4 with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject
5 Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as
6 advertised only by emitting NOx at levels that are greater than advertised and above legal limits.
7 Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and
8 unauthorized emission control devices designed to cheat emission tests and to deceive consumers
9 and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less
10 for it, had he/she known that it did not comply with emission standards; that its emission treatment
11 system was designed to de-activate during real-world driving conditions; and that it could not
12 achieve the advertised towing power, performance, and/or fuel economy without cheating
13 emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of
14 Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid
15 less for it, had Defendants not concealed the unauthorized emission control devices.

16 1105. Plaintiff, Damian L Sigman (for the purpose of this paragraph, "Plaintiff"), a
17 citizen of the State of Colorado residing in the City of Woodland Park, bought a 2014 Jeep Grand
18 Cherokee EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about
19 October 31st, 2016, at Parks Motors, an authorized FCA dealer in Augusta, Georgia. Plaintiff
20 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
21 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep
22 website, on which the Subject Vehicles were represented as environmentally friendly, having low
23 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the

1 Subject Vehicles. When Plaintiff went to Parks Motors to purchase the Subject Vehicle, the sales
2 associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
3 performance. These representations, along with the advertised fuel economy, were among the
4 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
5 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
6 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
7 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
8 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
9 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
10 standards; that its emission treatment system was designed to de-activate during real-world driving
11 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
12 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
13 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
14 or would have paid less for it, had Defendants not concealed the unauthorized emission control
15 devices.

16 1106. Plaintiff, Jay Setchell (for the purpose of this paragraph, "Plaintiff"), a citizen of
17 the State of Texas residing in the City of Canyon Like, bought a 2014 Dodge Ram 1500
18 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about August 1st,
19 2014, at Bluebonnet Dodge / Ram, an authorized FCA dealer in New Braunfels, Texas. Plaintiff
20 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
21 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
22 website, on which the Subject Vehicles were represented as environmentally friendly, having low
23 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the

1 Subject Vehicles. When Plaintiff went to Bluebonnet Dodge / Ram to purchase the Subject
2 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
3 economy and performance. These representations, along with the advertised fuel economy, were
4 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
5 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
6 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
7 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
8 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
9 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
10 emission standards; that its emission treatment system was designed to de-activate during real-
11 world driving conditions; and that it could not achieve the advertised towing power, performance,
12 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
13 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
14 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
15 control devices.

16 1107. Plaintiff, Doug Conrad (for the purpose of this paragraph, "Plaintiff"), a citizen of
17 the State of Colorado residing in the City of Craig, bought a 2015 Dodge Ram 1500 EcoDiesel®
18 (for the purpose of this paragraph, the "Subject Vehicle") on or about December 4th, 2014, at
19 Victory Dodge, Craig, CO, an authorized FCA dealer in Craig, Colorado. Plaintiff decided to buy
20 the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
21 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
22 Subject Vehicles were represented as environmentally friendly, having low emissions and good
23 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.

1 When Plaintiff went to Victory Dodge, Craig, CO to purchase the Subject Vehicle, the sales
2 associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
3 performance. These representations, along with the advertised fuel economy, were among the
4 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
5 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
6 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
7 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
8 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
9 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
10 standards; that its emission treatment system was designed to de-activate during real-world driving
11 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
12 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
13 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
14 or would have paid less for it, had Defendants not concealed the unauthorized emission control
15 devices.

16 1108. Plaintiff, Joseph Newell (for the purpose of this paragraph, "Plaintiff"), a citizen of
17 the State of South Carolina residing in the City of Ninety Six, bought a 2016 Dodge Ram 1500
18 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about November 22nd,
19 2016, at Qualify Dodge, an authorized FCA dealer in Greenwood, South Carolina. Plaintiff
20 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
21 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
22 website, on which the Subject Vehicles were represented as environmentally friendly, having low
23 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the

1 Subject Vehicles. When Plaintiff went to Qualify Dodge to purchase the Subject Vehicle, the sales
2 associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
3 performance. These representations, along with the advertised fuel economy, were among the
4 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
5 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
6 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
7 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
8 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
9 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
10 standards; that its emission treatment system was designed to de-activate during real-world driving
11 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
12 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
13 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
14 or would have paid less for it, had Defendants not concealed the unauthorized emission control
15 devices.

16 1109. Plaintiff, Nicholas & Samantha Linde (for the purpose of this paragraph,
17 "Plaintiff"), a citizen of the State of Wyoming residing in the City of Casper, bought a 2015 Dodge
18 Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about
19 August 12th, 2017, at Mountain Home Auto Ranch, an authorized FCA dealer in Mountain Home,
20 Idaho. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it
21 was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting
22 the Ram website, on which the Subject Vehicles were represented as environmentally friendly,
23 having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials

1 about the Subject Vehicles. When Plaintiff went to Mountain Home Auto Ranch to purchase the
2 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
3 its fuel economy and performance. These representations, along with the advertised fuel economy,
4 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
5 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
6 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
7 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
8 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
9 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
10 comply with emission standards; that its emission treatment system was designed to de-activate
11 during real-world driving conditions; and that it could not achieve the advertised towing power,
12 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
13 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
14 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
15 unauthorized emission control devices.

16 1110. Plaintiff, Richard A. & Betty L. Morrow (for the purpose of this paragraph,
17 "Plaintiff"), a citizen of the State of Alabama residing in the City of Gadsden, bought a 2014 Dodge
18 Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about
19 December 16th, 2014, at Team one Chrysler Dodge Jeep Ram, an authorized FCA dealer in
20 Gadsden, Alabama. Plaintiff decided to buy the Subject Vehicle based in part on FCA's
21 representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient).
22 Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as
23 environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls

1 seeing television commercials about the Subject Vehicles. When Plaintiff went to Team one
2 Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject
3 Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
4 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
5 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
6 could perform as advertised only by emitting NOx at levels that are greater than advertised and
7 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
8 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
9 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
10 would have paid less for it, had he/she known that it did not comply with emission standards; that
11 its emission treatment system was designed to de-activate during real-world driving conditions;
12 and that it could not achieve the advertised towing power, performance, and/or fuel economy
13 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
14 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
15 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

16 1111. Plaintiff, David G Mosby (for the purpose of this paragraph, "Plaintiff"), a citizen
17 of the State of Texas residing in the City of Arlington, bought a 2015 Dodge Ram 1500
18 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about January 20th,
19 2016, at Bonham Chrysler Dodge Ram, an authorized FCA dealer in Bonham, Texas. Plaintiff
20 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
21 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
22 website, on which the Subject Vehicles were represented as environmentally friendly, having low
23 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the

1 Subject Vehicles. When Plaintiff went to Bonham Chrysler Dodge Ram to purchase the Subject
2 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
3 economy and performance. These representations, along with the advertised fuel economy, were
4 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
5 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
6 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
7 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
8 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
9 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
10 emission standards; that its emission treatment system was designed to de-activate during real-
11 world driving conditions; and that it could not achieve the advertised towing power, performance,
12 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
13 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
14 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
15 control devices.

16 1112. Plaintiff, Jose Vincent Pinto (for the purpose of this paragraph, "Plaintiff"), a
17 citizen of the State of Alabama residing in the City of Spanish Fort, bought a 2014 Dodge Ram
18 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 2nd,
19 2016, at Bonham Chrysler Dodge, an authorized FCA dealer in Bonham, Texas. Plaintiff decided
20 to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel"
21 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on
22 which the Subject Vehicles were represented as environmentally friendly, having low emissions
23 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject

1 Vehicles. When Plaintiff went to Bonham Chrysler Dodge to purchase the Subject Vehicle, the
2 sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
3 performance. These representations, along with the advertised fuel economy, were among the
4 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
5 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
6 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
7 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
8 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
9 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
10 standards; that its emission treatment system was designed to de-activate during real-world driving
11 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
12 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
13 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
14 or would have paid less for it, had Defendants not concealed the unauthorized emission control
15 devices.

16 1113. Plaintiff, Ron Smith (for the purpose of this paragraph, "Plaintiff"), a citizen of the
17 State of Indiana residing in the City of Santa Claus, bought a 2016 Dodge Ram 1500 EcoDiesel®
18 (for the purpose of this paragraph, the "Subject Vehicle") on or about September 1st, 2016, at
19 Sternburgh Chrysler Dodge, an authorized FCA dealer in Jasper, Indiana. Plaintiff decided to buy
20 the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
21 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
22 Subject Vehicles were represented as environmentally friendly, having low emissions and good
23 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.

1 When Plaintiff went to Sternburgh Chrysler Dodge to purchase the Subject Vehicle, the sales
2 associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
3 performance. These representations, along with the advertised fuel economy, were among the
4 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
5 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
6 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
7 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
8 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
9 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
10 standards; that its emission treatment system was designed to de-activate during real-world driving
11 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
12 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
13 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
14 or would have paid less for it, had Defendants not concealed the unauthorized emission control
15 devices.

16 1114. Plaintiff, Michael Milich (for the purpose of this paragraph, "Plaintiff"), a citizen
17 of the State of Texas residing in the City of San Antonio, bought a 2015 Dodge Ram 1500
18 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about May 28th, 2015,
19 at Allen Samuels Dodge, an authorized FCA dealer in Katy, Texas. Plaintiff decided to buy the
20 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
21 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
22 Subject Vehicles were represented as environmentally friendly, having low emissions and good
23 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.

1 When Plaintiff went to Allen Samuels Dodge to purchase the Subject Vehicle, the sales associate
2 touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance.
3 These representations, along with the advertised fuel economy, were among the primary reasons
4 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
5 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
6 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
7 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
8 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
9 would have paid less for it, had he/she known that it did not comply with emission standards; that
10 its emission treatment system was designed to de-activate during real-world driving conditions;
11 and that it could not achieve the advertised towing power, performance, and/or fuel economy
12 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
13 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
14 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

15 1115. Plaintiff, David Williamson (for the purpose of this paragraph, "Plaintiff"), a
16 citizen of the State of Indiana residing in the City of Pendleton, bought a 2014 Jeep Grand
17 Cherokee EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June
18 20th, 2016, at Button Motors, an authorized FCA dealer in Kokomo, Indiana. Plaintiff decided to
19 buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle
20 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting The Jeep website, on which
21 the Subject Vehicles were represented as environmentally friendly, having low emissions and good
22 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
23 When Plaintiff went to Button Motors to purchase the Subject Vehicle, the sales associate touted

1 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
2 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
3 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
4 could perform as advertised only by emitting NOx at levels that are greater than advertised and
5 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
6 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
7 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
8 would have paid less for it, had he/she known that it did not comply with emission standards; that
9 its emission treatment system was designed to de-activate during real-world driving conditions;
10 and that it could not achieve the advertised towing power, performance, and/or fuel economy
11 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
12 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
13 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

14 1116. Plaintiff, Mike Turner (for the purpose of this paragraph, "Plaintiff"), a citizen of
15 the State of Texas residing in the City of Williamson, bought a 2015 Dodge Ram 1500 EcoDiesel®
16 (for the purpose of this paragraph, the "Subject Vehicle") on or about November 30th, 2015, at
17 Ancira Dodge, an authorized FCA dealer in San Antonio, Texas. Plaintiff decided to buy the
18 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
19 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
20 Subject Vehicles were represented as environmentally friendly, having low emissions and good
21 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
22 When Plaintiff went to Ancira Dodge to purchase the Subject Vehicle, the sales associate touted
23 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These

1 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
2 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
3 could perform as advertised only by emitting NOx at levels that are greater than advertised and
4 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
5 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
6 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
7 would have paid less for it, had he/she known that it did not comply with emission standards; that
8 its emission treatment system was designed to de-activate during real-world driving conditions;
9 and that it could not achieve the advertised towing power, performance, and/or fuel economy
10 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
11 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
12 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

13 1117. Plaintiff, Adam Bayless (for the purpose of this paragraph, "Plaintiff"), a citizen of
14 the State of Alabama residing in the City of Muscle Shoals, bought a 2015 Dodge Ram EcoDiesel®
15 (for the purpose of this paragraph, the "Subject Vehicle") on or about December 26th, 2017, at
16 Dothan Chrysler Dodge Jeep Ram, an authorized FCA dealer in Dothan, Alabama. Plaintiff
17 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
18 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
19 website, on which the Subject Vehicles were represented as environmentally friendly, having low
20 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
21 Subject Vehicles. When Plaintiff went to Dothan Chrysler Dodge Jeep Ram to purchase the
22 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
23 its fuel economy and performance. These representations, along with the advertised fuel economy,

1 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
2 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
3 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
4 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
5 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
6 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
7 comply with emission standards; that its emission treatment system was designed to de-activate
8 during real-world driving conditions; and that it could not achieve the advertised towing power,
9 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
10 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
11 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
12 unauthorized emission control devices.

13 1118. Plaintiff, Ricky Jensen (for the purpose of this paragraph, "Plaintiff"), a citizen of
14 the State of California residing in the City of Moreno Valley, bought a 2014 Dodge Ram 1500
15 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 20th, 2018,
16 at West Covin Nissan, an authorized FCA dealer in West Covin, California. Plaintiff decided to buy
17 the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
18 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
19 Subject Vehicles were represented as environmentally friendly, having low emissions and good
20 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
21 When Plaintiff went to West Covin Nissan to purchase the Subject Vehicle, the sales associate
22 touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance.
23 These representations, along with the advertised fuel economy, were among the primary reasons

1 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
2 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
3 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
4 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
5 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
6 would have paid less for it, had he/she known that it did not comply with emission standards; that
7 its emission treatment system was designed to de-activate during real-world driving conditions;
8 and that it could not achieve the advertised towing power, performance, and/or fuel economy
9 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
10 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
11 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

12 1119. Plaintiff, Frank Novelli (for the purpose of this paragraph, "Plaintiff"), a citizen of
13 the State of Texas residing in the City of Quitman, bought a 2015 Dodge Ram 1500 EcoDiesel®
14 (for the purpose of this paragraph, the "Subject Vehicle") on or about June 13th, 2015, at Tate
15 Branch Dodge Chrysler Jeep, an authorized FCA dealer in Artesia, New Mexico. Plaintiff decided
16 to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel"
17 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on
18 which the Subject Vehicles were represented as environmentally friendly, having low emissions
19 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
20 Vehicles. When Plaintiff went to Tate Branch Dodge Chrysler Jeep to purchase the Subject
21 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
22 economy and performance. These representations, along with the advertised fuel economy, were
23 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff

1 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
2 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
3 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
4 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
5 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
6 emission standards; that its emission treatment system was designed to de-activate during real-
7 world driving conditions; and that it could not achieve the advertised towing power, performance,
8 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
9 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
10 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
11 control devices.

12 1120. Plaintiff, Michael & Vanetta Mund (for the purpose of this paragraph, "Plaintiff"),
13 a citizen of the State of Texas residing in the City of Como, bought a 2015 Dodge Ram 1500
14 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about July 1st, 2015,
15 at Lone Star Dodge, an authorized FCA dealer in Mineola, Texas. Plaintiff decided to buy the
16 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
17 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
18 Subject Vehicles were represented as environmentally friendly, having low emissions and good
19 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
20 When Plaintiff went to Lone Star Dodge to purchase the Subject Vehicle, the sales associate touted
21 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
22 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
23 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle

1 could perform as advertised only by emitting NOx at levels that are greater than advertised and
2 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
3 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
4 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
5 would have paid less for it, had he/she known that it did not comply with emission standards; that
6 its emission treatment system was designed to de-activate during real-world driving conditions;
7 and that it could not achieve the advertised towing power, performance, and/or fuel economy
8 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
9 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
10 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

11 1121. Plaintiff, Rickey Pittman (for the purpose of this paragraph, "Plaintiff"), a citizen
12 of the State of Oklahoma residing in the City of Elk City, bought a 2015 Dodge Ram 1500
13 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about September 1,
14 2017, at Doug Gray Chrysler Dodge Jeep Ram, an authorized FCA dealer in Elk City, Oklahoma.
15 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
16 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
17 website, on which the Subject Vehicles were represented as environmentally friendly, having low
18 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
19 Subject Vehicles. When Plaintiff went to Doug Gray Chrysler Dodge Jeep Ram to purchase the
20 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
21 its fuel economy and performance. These representations, along with the advertised fuel economy,
22 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
23 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx

1 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
2 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
3 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
4 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
5 comply with emission standards; that its emission treatment system was designed to de-activate
6 during real-world driving conditions; and that it could not achieve the advertised towing power,
7 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
8 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
9 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
10 unauthorized emission control devices.

11 1122. Plaintiff, Steve Spidal, Jr. (for the purpose of this paragraph, "Plaintiff"), a citizen
12 of the State of Alaska residing in the City of Wasilla, bought a 2016 Dodge Ram 1500 EcoDiesel®
13 (for the purpose of this paragraph, the "Subject Vehicle") on or about July 7, 2018, at Lithia
14 Chrysler Jeep Dodge, an authorized FCA dealer in Anchorage, Alaska. Plaintiff decided to buy the
15 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
16 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
17 Subject Vehicles were represented as environmentally friendly, having low emissions and good
18 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
19 When Plaintiff went to Lithia Chrysler Jeep Dodge to purchase the Subject Vehicle, the sales
20 associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
21 performance. These representations, along with the advertised fuel economy, were among the
22 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
23 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater

1 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
2 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
3 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
4 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
5 standards; that its emission treatment system was designed to de-activate during real-world driving
6 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
7 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
8 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
9 or would have paid less for it, had Defendants not concealed the unauthorized emission control
10 devices.

11 1123. Plaintiff, Marc Daquilla & Melodye Eldeen (for the purpose of this paragraph,
12 "Plaintiff"), a citizen of the State of New York residing in the City of Galway, bought a 2016
13 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or
14 about November 6, 2017, at Zappone Chrysler Jeep Dodge Ram, an authorized FCA dealer in
15 Clifton Park, New York. Plaintiff decided to buy the Subject Vehicle based in part on FCA's
16 representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient).
17 Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as
18 environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls
19 seeing television commercials about the Subject Vehicles. When Plaintiff went to Zappone
20 Chrysler Jeep Dodge Ram to purchase the Subject Vehicle, the sales associate touted the Subject
21 Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
22 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
23 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle

1 could perform as advertised only by emitting NOx at levels that are greater than advertised and
2 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
3 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
4 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
5 would have paid less for it, had he/she known that it did not comply with emission standards; that
6 its emission treatment system was designed to de-activate during real-world driving conditions;
7 and that it could not achieve the advertised towing power, performance, and/or fuel economy
8 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
9 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
10 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

11 1124. Plaintiff, Allen Lewis Heffelbower (for the purpose of this paragraph, "Plaintiff"),
12 a citizen of the State of North Carolina residing in the City of Wagram, bought a 2016 Dodge Ram
13 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about January
14 1, 2017, at Leith Honda of Aberdeen, an authorized FCA dealer in Aberdeen, North Carolina.
15 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
16 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
17 website, on which the Subject Vehicles were represented as environmentally friendly, having low
18 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
19 Subject Vehicles. When Plaintiff went to Leith Honda of Aberdeen to purchase the Subject
20 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
21 economy and performance. These representations, along with the advertised fuel economy, were
22 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
23 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels

1 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
2 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
3 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
4 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
5 emission standards; that its emission treatment system was designed to de-activate during real-
6 world driving conditions; and that it could not achieve the advertised towing power, performance,
7 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
8 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
9 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
10 control devices.

11 1125. Plaintiff, Jacquelyn Lowe (for the purpose of this paragraph, "Plaintiff"), a citizen
12 of the State of Michigan residing in the City of Algonac, bought a 2016 Jeep Grand Cherokee
13 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about October 1, 2017,
14 at Parkway Chrysler Dodge Jeep Ram, an authorized FCA dealer in Clinton Township, Michigan.
15 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
16 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep
17 website, on which the Subject Vehicles were represented as environmentally friendly, having low
18 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
19 Subject Vehicles. When Plaintiff went to Parkway Chrysler Jeep Dodge Ram to purchase the
20 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
21 its fuel economy and performance. These representations, along with the advertised fuel economy,
22 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
23 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx

1 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
2 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
3 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
4 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
5 comply with emission standards; that its emission treatment system was designed to de-activate
6 during real-world driving conditions; and that it could not achieve the advertised towing power,
7 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
8 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
9 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
10 unauthorized emission control devices.

11 1126. Plaintiff, William Randolth (for the purpose of this paragraph, "Plaintiff"), a citizen
12 of the State of North Carolina residing in the City of La Grange, bought a 2015 Dodge Ram 1500
13 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 4, 2016,
14 at Classic Chrysler Dodge, an authorized FCA dealer in Goldsboro, North Carolina. Plaintiff
15 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
16 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
17 website, on which the Subject Vehicles were represented as environmentally friendly, having low
18 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
19 Subject Vehicles. When Plaintiff went to Classic Chrysler Dodge to purchase the Subject Vehicle,
20 the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy
21 and performance. These representations, along with the advertised fuel economy, were among the
22 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
23 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater

1 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
2 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
3 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
4 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
5 standards; that its emission treatment system was designed to de-activate during real-world driving
6 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
7 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
8 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
9 or would have paid less for it, had Defendants not concealed the unauthorized emission control
10 devices.

11 1127. Plaintiff, John D'Amato (for the purpose of this paragraph, "Plaintiff"), a citizen
12 of the State of New York residing in the City of Staten Island, bought a 2015 Dodge Ram 1500
13 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about July 1, 2015, at
14 Route 46 Dodge, an authorized FCA dealer in Little Falls, New Jersey. Plaintiff decided to buy the
15 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
16 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
17 Subject Vehicles were represented as environmentally friendly, having low emissions and good
18 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
19 When Plaintiff went to Route 46 Dodge to purchase the Subject Vehicle, the sales associate touted
20 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
21 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
22 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
23 could perform as advertised only by emitting NOx at levels that are greater than advertised and

1 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
2 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
3 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
4 would have paid less for it, had he/she known that it did not comply with emission standards; that
5 its emission treatment system was designed to de-activate during real-world driving conditions;
6 and that it could not achieve the advertised towing power, performance, and/or fuel economy
7 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
8 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
9 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

10 1128. Plaintiff, Kurt Cundiff (for the purpose of this paragraph, "Plaintiff"), a citizen of
11 the State of Oregon residing in the City of Bend, bought a 2015 Dodge Ram 1500 EcoDiesel® (for
12 the purpose of this paragraph, the "Subject Vehicle") on or about November 11, 2015, at Smolich
13 Motors, an authorized FCA dealer in Bend, Oregon. Plaintiff decided to buy the Subject Vehicle
14 based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions
15 and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were
16 represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff
17 also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to
18 Smolich Motors to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's
19 EcoDiesel® attributes, including its fuel economy and performance. These representations, along
20 with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject
21 Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as
22 advertised only by emitting NOx at levels that are greater than advertised and above legal limits.
23 Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and

1 unauthorized emission control devices designed to cheat emission tests and to deceive consumers
2 and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less
3 for it, had he/she known that it did not comply with emission standards; that its emission treatment
4 system was designed to de-activate during real-world driving conditions; and that it could not
5 achieve the advertised towing power, performance, and/or fuel economy without cheating
6 emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of
7 Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid
8 less for it, had Defendants not concealed the unauthorized emission control devices.

9 1129. Plaintiff, Mark Schultz (for the purpose of this paragraph, "Plaintiff"), a citizen of
10 the State of Pennsylvania residing in the City of Butler, bought a 2015 Dodge Ram 1500
11 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about March 11, 2017,
12 at Honda North, an authorized FCA dealer in Butler, Pennsylvania. Plaintiff decided to buy the
13 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
14 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
15 Subject Vehicles were represented as environmentally friendly, having low emissions and good
16 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
17 When Plaintiff went to Honda North to purchase the Subject Vehicle, the sales associate touted the
18 Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
19 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
20 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
21 could perform as advertised only by emitting NOx at levels that are greater than advertised and
22 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
23 undisclosed and unauthorized emission control devices designed to cheat emission tests and to

1 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
2 would have paid less for it, had he/she known that it did not comply with emission standards; that
3 its emission treatment system was designed to de-activate during real-world driving conditions;
4 and that it could not achieve the advertised towing power, performance, and/or fuel economy
5 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
6 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
7 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

8 1130. Plaintiff, Lora Morgan (for the purpose of this paragraph, "Plaintiff"), a citizen of
9 the State of North Carolina residing in the City of Colfax, bought a 2016 Dodge Ram 1500
10 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about March 17, 2018,
11 at Kernersville Dodge, an authorized FCA dealer in Kernersville, North Carolina. Plaintiff decided
12 to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel"
13 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on
14 which the Subject Vehicles were represented as environmentally friendly, having low emissions
15 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
16 Vehicles. When Plaintiff went to Kernersville Dodge to purchase the Subject Vehicle, the sales
17 associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
18 performance. These representations, along with the advertised fuel economy, were among the
19 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
20 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
21 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
22 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
23 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject

1 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
2 standards; that its emission treatment system was designed to de-activate during real-world driving
3 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
4 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
5 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
6 or would have paid less for it, had Defendants not concealed the unauthorized emission control
7 devices.

8 1131. Plaintiff, Robert H. Reuter (for the purpose of this paragraph, "Plaintiff"), a citizen
9 of the State of Massachusetts residing in the City of Attleboro, bought a 2015 Jeep Grand Cherokee
10 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about February 1,
11 2016, at Elmwood Chrysler Dodge Jeep Ram, an authorized FCA dealer in East Providence, Rhode
12 Island. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it
13 was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting
14 the Jeep website, on which the Subject Vehicles were represented as environmentally friendly,
15 having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials
16 about the Subject Vehicles. When Plaintiff went to Elmwood Chrysler Dodge Jeep Ram to
17 purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel®
18 attributes, including its fuel economy and performance. These representations, along with the
19 advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At
20 the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised
21 only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was
22 Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized
23 emission control devices designed to cheat emission tests and to deceive consumers and regulators.

1 Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she
2 known that it did not comply with emission standards; that its emission treatment system was
3 designed to de-activate during real-world driving conditions; and that it could not achieve the
4 advertised towing power, performance, and/or fuel economy without cheating emission tests.
5 Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct,
6 and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants
7 not concealed the unauthorized emission control devices.

8 1132. Plaintiff, Robert H. Reuter (for the purpose of this paragraph, "Plaintiff"), a citizen
9 of the State of Massachusetts residing in the City of Attleboro, bought a 2015 Dodge Ram 1500
10 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about April 2, 2015,
11 at Planet Chrysler Jeep Dodge Ram, an authorized FCA dealer in Franklin, Massachusetts. Plaintiff
12 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
13 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
14 website, on which the Subject Vehicles were represented as environmentally friendly, having low
15 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
16 Subject Vehicles. When Plaintiff went to Planet Chrysler Jeep Dodge Ram to purchase the Subject
17 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
18 economy and performance. These representations, along with the advertised fuel economy, were
19 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
20 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
21 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
22 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
23 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased

1 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
2 emission standards; that its emission treatment system was designed to de-activate during real-
3 world driving conditions; and that it could not achieve the advertised towing power, performance,
4 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
5 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
6 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
7 control devices.

8 1133. Plaintiff, Alan Macchi (for the purpose of this paragraph, "Plaintiff"), a citizen of
9 the State of Texas residing in the City of Granite Shoals, bought a 2014 Dodge Ram 1500
10 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about September 2,
11 2014, at Maxwell Super Center, an authorized FCA dealer in Austin, Texas. Plaintiff decided to
12 buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle
13 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
14 Subject Vehicles were represented as environmentally friendly, having low emissions and good
15 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
16 When Plaintiff went to Maxwell Super Center to purchase the Subject Vehicle, the sales associate
17 touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance.
18 These representations, along with the advertised fuel economy, were among the primary reasons
19 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
20 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
21 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
22 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
23 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or

1 would have paid less for it, had he/she known that it did not comply with emission standards; that
2 its emission treatment system was designed to de-activate during real-world driving conditions;
3 and that it could not achieve the advertised towing power, performance, and/or fuel economy
4 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
5 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
6 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

7 1134. Plaintiff, Thomas A. Crenshaw (for the purpose of this paragraph, "Plaintiff"), a
8 citizen of the State of Alabama residing in the City of Greenville, bought a 2015 Dodge Ram 1500
9 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about January 25,
10 2016 at Brewbaker Motors, an authorized FCA dealer in Montgomery, Alabama. Plaintiff decided
11 to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel"
12 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on
13 which the Subject Vehicles were represented as environmentally friendly, having low emissions
14 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
15 Vehicles. When Plaintiff went to Brewbaker Motors to purchase the Subject Vehicle, the sales
16 associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
17 performance. These representations, along with the advertised fuel economy, were among the
18 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
19 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
20 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
21 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
22 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
23 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission

1 standards; that its emission treatment system was designed to de-activate during real-world driving
2 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
3 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
4 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
5 or would have paid less for it, had Defendants not concealed the unauthorized emission control
6 devices.

7 1135. Plaintiff, Gustavo Pina (for the purpose of this paragraph, "Plaintiff"), a citizen of
8 the State of Texas residing in the City of Houston, bought a 2015 Dodge Ram 1500 EcoDiesel®
9 (for the purpose of this paragraph, the "Subject Vehicle") on or about July 23, 2016, at Auto Nation
10 Chrysler Dodge Jeep Ram, an authorized FCA dealer in Houston, Texas. Plaintiff decided to buy
11 the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
12 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
13 Subject Vehicles were represented as environmentally friendly, having low emissions and good
14 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
15 When Plaintiff went to Auto Nation Chrysler Dodge Jeep Ram to purchase the Subject Vehicle,
16 the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy
17 and performance. These representations, along with the advertised fuel economy, were among the
18 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
19 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
20 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
21 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
22 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
23 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission

standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

1136. Plaintiff, Christian Parker d/b/a Line Striping, Inc. (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of New York residing in the City of De Kalb Junction, bought a three (3) 2015 Dodge Ram 1500s EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about one (1) on December 2, 2015 and two (2) on December 31, 2015, at Parkway Chrysler Dodge Jeep Ram, an authorized FCA dealer in Canton, New York. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Parkway Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have

1 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
2 comply with emission standards; that its emission treatment system was designed to de-activate
3 during real-world driving conditions; and that it could not achieve the advertised towing power,
4 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
5 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
6 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
7 unauthorized emission control devices.

8 1137. Plaintiff, John Guarino Jr. (for the purpose of this paragraph, "Plaintiff"), a citizen
9 of the State of Pennsylvania residing in the City of Latrobe, bought a 2014 Dodge Ram 1500
10 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 1, 2017,
11 at Laurel Valley Motors Inc., an authorized FCA dealer in Latrobe, Pennsylvania. Plaintiff decided
12 to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel"
13 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on
14 which the Subject Vehicles were represented as environmentally friendly, having low emissions
15 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
16 Vehicles. When Plaintiff went to Laurel Valley Motors Inc. to purchase the Subject Vehicle, the
17 sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
18 performance. These representations, along with the advertised fuel economy, were among the
19 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
20 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
21 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
22 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
23 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject

1 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
2 standards; that its emission treatment system was designed to de-activate during real-world driving
3 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
4 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
5 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
6 or would have paid less for it, had Defendants not concealed the unauthorized emission control
7 devices.

8 1138. Plaintiff, Gregory Ray (for the purpose of this paragraph, "Plaintiff"), a citizen of
9 the State of Kansas residing in the City of McCune, bought a 2014 Jeep Grand Cherokee
10 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about January 7, 2014,
11 at Dick Scott Chrysler Dodge Jeep Ram, an authorized FCA dealer in Plymouth, Michigan.
12 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
13 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep
14 website, on which the Subject Vehicles were represented as environmentally friendly, having low
15 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
16 Subject Vehicles. When Plaintiff went to Dick Scott Chrysler Dodge Jeep Ram to purchase the
17 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
18 its fuel economy and performance. These representations, along with the advertised fuel economy,
19 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
20 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
21 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
22 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
23 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have

1 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
2 comply with emission standards; that its emission treatment system was designed to de-activate
3 during real-world driving conditions; and that it could not achieve the advertised towing power,
4 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
5 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
6 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
7 unauthorized emission control devices.

8 1139. Plaintiff, Chris & Kimberly Wilkinson (for the purpose of this paragraph,
9 "Plaintiff"), a citizen of the State of Utah residing in the City of Sandy, bought a 2016 Dodge Ram
10 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about January
11 1, 2018, at Dennis Dillon Chrysler Dodge Jeep Ram, an authorized FCA dealer in Caldwell, Idaho.
12 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
13 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
14 website, on which the Subject Vehicles were represented as environmentally friendly, having low
15 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
16 Subject Vehicles. When Plaintiff went to Dennis Dillon Chrysler Dodge Jeep Ram to purchase
17 the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes,
18 including its fuel economy and performance. These representations, along with the advertised fuel
19 economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of
20 purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by
21 emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff
22 aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission
23 control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff

1 would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known
2 that it did not comply with emission standards; that its emission treatment system was designed to
3 de-activate during real-world driving conditions; and that it could not achieve the advertised
4 towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has
5 suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would
6 not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not
7 concealed the unauthorized emission control devices.

8 1140. Plaintiff, Michael Sutherland (for the purpose of this paragraph, "Plaintiff"), a
9 citizen of the State of Michigan residing in the City of Auburn, bought a 2014 Dodge Ram 1500
10 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about December 12,
11 2016, at Feeney Chrysler, an authorized FCA dealer in Midland, Michigan. Plaintiff decided to
12 buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle
13 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the
14 Subject Vehicles were represented as environmentally friendly, having low emissions and good
15 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
16 When Plaintiff went to Feeney Chrysler to purchase the Subject Vehicle, the sales associate touted
17 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
18 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
19 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
20 could perform as advertised only by emitting NOx at levels that are greater than advertised and
21 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
22 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
23 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or

1 would have paid less for it, had he/she known that it did not comply with emission standards; that
2 its emission treatment system was designed to de-activate during real-world driving conditions;
3 and that it could not achieve the advertised towing power, performance, and/or fuel economy
4 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
5 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
6 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

7 1141. Plaintiff, Tim Gorgan (for the purpose of this paragraph, "Plaintiff"), a citizen of
8 the State of Virginia residing in the City of Front Royal, bought a 2016 Dodge Ram 1500
9 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about August 31,
10 2016, at Kernersville Chrysler, an authorized FCA dealer in Kernersville, North Carolina. Plaintiff
11 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
12 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
13 website, on which the Subject Vehicles were represented as environmentally friendly, having low
14 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
15 Subject Vehicles. When Plaintiff went to Kernersville Chrysler to purchase the Subject Vehicle,
16 the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy
17 and performance. These representations, along with the advertised fuel economy, were among the
18 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
19 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
20 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
21 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
22 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
23 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission

standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

1142. Plaintiff, Kip Coleman (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Missouri residing in the City of Bates City, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about April 11, 2016, at Landmark Dodge Chrysler Jeep, an authorized FCA dealer in Independence, Missouri. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Landmark Dodge Chrysler Jeep to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with

1 emission standards; that its emission treatment system was designed to de-activate during real-
2 world driving conditions; and that it could not achieve the advertised towing power, performance,
3 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
4 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
5 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
6 control devices.

7 1143. Plaintiff, Ben Korngold (for the purpose of this paragraph, "Plaintiff"), a citizen of
8 the State of Florida residing in the City of Boca Raton, bought a 2014 Dodge Ram 1500
9 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about December 26,
10 2014, at Eddie Accardi Chrysler, an authorized FCA dealer in Pompano Beach, Florida. Plaintiff
11 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
12 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
13 website, on which the Subject Vehicles were represented as environmentally friendly, having low
14 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
15 Subject Vehicles. When Plaintiff went to Eddie Accardi Chrysler to purchase the Subject Vehicle,
16 the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy
17 and performance. These representations, along with the advertised fuel economy, were among the
18 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
19 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
20 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
21 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
22 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
23 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission

1 standards; that its emission treatment system was designed to de-activate during real-world driving
2 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
3 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
4 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
5 or would have paid less for it, had Defendants not concealed the unauthorized emission control
6 devices.

7 1144. Plaintiff, Everard Lewis, II (for the purpose of this paragraph, "Plaintiff"), a citizen
8 of the State of Washington residing in the City of Bonney Lake, bought a 2016 Dodge Ram 1500
9 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about March 20, 2016,
10 at Dave Smith Motors, an authorized FCA dealer in Kellogg, Washington. Plaintiff decided to buy
11 the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
12 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
13 Subject Vehicles were represented as environmentally friendly, having low emissions and good
14 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
15 When Plaintiff went to Dave Smith Motors to purchase the Subject Vehicle, the sales associate
16 touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance.
17 These representations, along with the advertised fuel economy, were among the primary reasons
18 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
19 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
20 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
21 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
22 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
23 would have paid less for it, had he/she known that it did not comply with emission standards; that

1 its emission treatment system was designed to de-activate during real-world driving conditions;
2 and that it could not achieve the advertised towing power, performance, and/or fuel economy
3 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
4 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
5 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

6 1145. Plaintiff, Chris Masters (for the purpose of this paragraph, "Plaintiff"), a citizen of
7 the State of Missouri residing in the City of Dexter, bought a 2015 Dodge Ram 1500 EcoDiesel®
8 (for the purpose of this paragraph, the "Subject Vehicle") on or about January 27, 2015, at Harry
9 Blackwell Chrysler, an authorized FCA dealer in Malden, Missouri. Plaintiff decided to buy the
10 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
11 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
12 Subject Vehicles were represented as environmentally friendly, having low emissions and good
13 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
14 When Plaintiff went to Harry Blackwell Chrysler to purchase the Subject Vehicle, the sales
15 associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
16 performance. These representations, along with the advertised fuel economy, were among the
17 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
18 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
19 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
20 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
21 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
22 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
23 standards; that its emission treatment system was designed to de-activate during real-world driving

1 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
2 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
3 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
4 or would have paid less for it, had Defendants not concealed the unauthorized emission control
5 devices.

6 1146. Plaintiff, Kevin Kerner (for the purpose of this paragraph, "Plaintiff"), a citizen of
7 the State of North Dakota residing in the City of Menoken, bought a 2015 Dodge Ram 1500
8 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about November 28,
9 2015, at Anderson Dodge Chrysler Jeep, an authorized FCA dealer in Rockford, Illinois. Plaintiff
10 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
11 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
12 website, on which the Subject Vehicles were represented as environmentally friendly, having low
13 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
14 Subject Vehicles. When Plaintiff went to Anderson Dodge Chrysler Jeep to purchase the Subject
15 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
16 economy and performance. These representations, along with the advertised fuel economy, were
17 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
18 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
19 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
20 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
21 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
22 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
23 emission standards; that its emission treatment system was designed to de-activate during real-

1 world driving conditions; and that it could not achieve the advertised towing power, performance,
2 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
3 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
4 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
5 control devices.

6 1147. Plaintiff, Rebecca Coburn (for the purpose of this paragraph, "Plaintiff"), a citizen
7 of the State of Nebraska residing in the City of Atkinson, bought a 2015 Dodge Ram 1500
8 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about September 2,
9 2015, at Columbus Motors, an authorized FCA dealer in Columbus, Nebraska. Plaintiff decided to
10 buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle
11 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
12 Subject Vehicles were represented as environmentally friendly, having low emissions and good
13 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
14 When Plaintiff went to Columbus Motors to purchase the Subject Vehicle, the sales associate
15 touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance.
16 These representations, along with the advertised fuel economy, were among the primary reasons
17 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
18 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
19 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
20 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
21 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
22 would have paid less for it, had he/she known that it did not comply with emission standards; that
23 its emission treatment system was designed to de-activate during real-world driving conditions;

1 and that it could not achieve the advertised towing power, performance, and/or fuel economy
2 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
3 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
4 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

5 1148. Plaintiff, Reginaldo Medeiros (for the purpose of this paragraph, "Plaintiff"), a
6 citizen of the State of New York residing in the City of Selden, bought a 2014 Jeep Grand Cherokee
7 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about January 18,
8 2016, at North Shore Chevrolet LLC, an authorized FCA dealer in Saint James, New York.
9 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
10 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep
11 website, on which the Subject Vehicles were represented as environmentally friendly, having low
12 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
13 Subject Vehicles. When Plaintiff went to North Shore Chevrolet LLC to purchase the Subject
14 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
15 economy and performance. These representations, along with the advertised fuel economy, were
16 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
17 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
18 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
19 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
20 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
21 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
22 emission standards; that its emission treatment system was designed to de-activate during real-
23 world driving conditions; and that it could not achieve the advertised towing power, performance,

1 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
2 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
3 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
4 control devices.

5 1149. Plaintiff, Mark A. Shackelford (for the purpose of this paragraph, "Plaintiff"), a
6 citizen of the State of Ohio residing in the City of Canal Fulton, bought a 2014 Dodge Ram 1500
7 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about March 18, 2016,
8 at Magic City Motorcars, an authorized FCA dealer in Barberton, Ohio. Plaintiff decided to buy
9 the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
10 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
11 Subject Vehicles were represented as environmentally friendly, having low emissions and good
12 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
13 When Plaintiff went to Magic City Motorcars to purchase the Subject Vehicle, the sales associate
14 touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance.
15 These representations, along with the advertised fuel economy, were among the primary reasons
16 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
17 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
18 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
19 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
20 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
21 would have paid less for it, had he/she known that it did not comply with emission standards; that
22 its emission treatment system was designed to de-activate during real-world driving conditions;
23 and that it could not achieve the advertised towing power, performance, and/or fuel economy

1 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
2 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
3 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

4 1150. Plaintiff, John Baker (for the purpose of this paragraph, "Plaintiff"), a citizen of the
5 State of Virginia residing in the City of Chesapeake, bought a 2015 Dodge Ram 1500 EcoDiesel®
6 (for the purpose of this paragraph, the "Subject Vehicle") on or about May 7, 2015, at Dayton
7 Andrews, Inc., an authorized FCA dealer in Clearwater, Florida. Plaintiff decided to buy the
8 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
9 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
10 Subject Vehicles were represented as environmentally friendly, having low emissions and good
11 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
12 When Plaintiff went to Dayton Andrews, Inc. to purchase the Subject Vehicle, the sales associate
13 touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance.
14 These representations, along with the advertised fuel economy, were among the primary reasons
15 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
16 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
17 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
18 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
19 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
20 would have paid less for it, had he/she known that it did not comply with emission standards; that
21 its emission treatment system was designed to de-activate during real-world driving conditions;
22 and that it could not achieve the advertised towing power, performance, and/or fuel economy
23 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate

1 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
2 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

3 1151. Plaintiff, Michael Wahl (for the purpose of this paragraph, "Plaintiff"), a citizen of
4 the State of Pennsylvania residing in the City of Mohnton, bought a 2014 Dodge Ram 1500
5 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 20, 2016,
6 at Summit Automotive, an authorized FCA dealer in Fond du lac, Wisconsin. Plaintiff decided to
7 buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle
8 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
9 Subject Vehicles were represented as environmentally friendly, having low emissions and good
10 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
11 When Plaintiff went to Summit Automotive to purchase the Subject Vehicle, the sales associate
12 touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance.
13 These representations, along with the advertised fuel economy, were among the primary reasons
14 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
15 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
16 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
17 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
18 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
19 would have paid less for it, had he/she known that it did not comply with emission standards; that
20 its emission treatment system was designed to de-activate during real-world driving conditions;
21 and that it could not achieve the advertised towing power, performance, and/or fuel economy
22 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
23 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would

1 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

2 1152. Plaintiff, Steve Paquette (for the purpose of this paragraph, “Plaintiff”), a citizen
3 of the State of Michigan residing in the City of Algonac, bought a 2015 Dodge Ram 1500
4 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about April 2, 2015,
5 at Dickhuaere, an authorized FCA dealer in Clay Township, Michigan. Plaintiff decided to buy the
6 Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e.,
7 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
8 Subject Vehicles were represented as environmentally friendly, having low emissions and good
9 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
10 When Plaintiff went to Dickhuaere to purchase the Subject Vehicle, the sales associate touted the
11 Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These
12 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
13 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
14 could perform as advertised only by emitting NOx at levels that are greater than advertised and
15 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
16 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
17 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
18 would have paid less for it, had he/she known that it did not comply with emission standards; that
19 its emission treatment system was designed to de-activate during real-world driving conditions;
20 and that it could not achieve the advertised towing power, performance, and/or fuel economy
21 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
22 result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would
23 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

1153. Plaintiff, Jim Henry (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Missouri residing in the City of Saint James, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about December 23, 2017, at Capital Chrysler, an authorized FCA dealer in Jefferson City, Missouri. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Capital Chrysler to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

1154. Plaintiff, Mark & Bertha Jude (for the purpose of this paragraph, “Plaintiff”), a

1 citizen of the State of Kentucky residing in the City of Louisa, bought a 2016 Dodge Ram 1500
2 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about January 14,
3 2016, at Deskins Motors, an authorized FCA dealer in Pikeville, Kentucky. Plaintiff decided to
4 buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle
5 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
6 Subject Vehicles were represented as environmentally friendly, having low emissions and good
7 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
8 When Plaintiff went to Deskins Motors to purchase the Subject Vehicle, the sales associate touted
9 the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These
10 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
11 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
12 could perform as advertised only by emitting NOx at levels that are greater than advertised and
13 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
14 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
15 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
16 would have paid less for it, had he/she known that it did not comply with emission standards; that
17 its emission treatment system was designed to de-activate during real-world driving conditions;
18 and that it could not achieve the advertised towing power, performance, and/or fuel economy
19 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
20 result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would
21 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

22 1155. Plaintiff, Robert Montgomery (for the purpose of this paragraph, “Plaintiff”), a
23 citizen of the State of Kansas residing in the City of Olathe, bought a 2016 Dodge Ram 1500

1 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about September 25,
2 2016, at Olathe Dodge, an authorized FCA dealer in Olathe, Kansas. Plaintiff decided to buy the
3 Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e.,
4 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
5 Subject Vehicles were represented as environmentally friendly, having low emissions and good
6 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
7 When Plaintiff went to Olathe Dodge to purchase the Subject Vehicle, the sales associate touted
8 the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These
9 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
10 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
11 could perform as advertised only by emitting NOx at levels that are greater than advertised and
12 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
13 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
14 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
15 would have paid less for it, had he/she known that it did not comply with emission standards; that
16 its emission treatment system was designed to de-activate during real-world driving conditions;
17 and that it could not achieve the advertised towing power, performance, and/or fuel economy
18 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
19 result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would
20 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

21 1156. Plaintiff, Craig Stout (for the purpose of this paragraph, “Plaintiff”), a citizen of
22 the State of Iowa residing in the City of Washington, bought a 2015 Dodge Ram 1500 EcoDiesel®
23 (for the purpose of this paragraph, the “Subject Vehicle”) on or about July 9, 2018, at Capper Auto,

1 an authorized FCA dealer in Washington, Iowa. Plaintiff decided to buy the Subject Vehicle based
2 in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and
3 fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were
4 represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff
5 also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to
6 Capper Auto to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's
7 EcoDiesel® attributes, including its fuel economy and performance. These representations, along
8 with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject
9 Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as
10 advertised only by emitting NOx at levels that are greater than advertised and above legal limits.
11 Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and
12 unauthorized emission control devices designed to cheat emission tests and to deceive consumers
13 and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less
14 for it, had he/she known that it did not comply with emission standards; that its emission treatment
15 system was designed to de-activate during real-world driving conditions; and that it could not
16 achieve the advertised towing power, performance, and/or fuel economy without cheating
17 emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of
18 Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid
19 less for it, had Defendants not concealed the unauthorized emission control devices.

20 1157. Plaintiff, Kevin & Elaine (for the purpose of this paragraph, "Plaintiff"), a citizen
21 of the State of Pennsylvania residing in the City of Corry, bought a 2014 Dodge Ram 1500
22 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about September 13,
23 2014, at Cunningham Chrysler of Edinboro, an authorized FCA dealer in Edinboro, Pennsylvania.

1 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
2 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
3 website, on which the Subject Vehicles were represented as environmentally friendly, having low
4 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
5 Subject Vehicles. When Plaintiff went to Cunningham Chrysler of Edinboro to purchase the
6 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
7 its fuel economy and performance. These representations, along with the advertised fuel economy,
8 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
9 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
10 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
11 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
12 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
13 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
14 comply with emission standards; that its emission treatment system was designed to de-activate
15 during real-world driving conditions; and that it could not achieve the advertised towing power,
16 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
17 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
18 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
19 unauthorized emission control devices.

20 1158. Plaintiff, Robert Lloyd Senter (for the purpose of this paragraph, "Plaintiff"), a
21 citizen of the State of Tennessee residing in the City of Castalian Springs, bought a 2014 Dodge
22 Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about
23 January 1, 2015, at Hibbard Toyota, an authorized FCA dealer in Gallatin, Tennessee. Plaintiff

1 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
2 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
3 website, on which the Subject Vehicles were represented as environmentally friendly, having low
4 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
5 Subject Vehicles. When Plaintiff went to Hibbard Toyota to purchase the Subject Vehicle, the
6 sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
7 performance. These representations, along with the advertised fuel economy, were among the
8 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
9 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
10 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
11 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
12 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
13 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
14 standards; that its emission treatment system was designed to de-activate during real-world driving
15 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
16 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
17 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
18 or would have paid less for it, had Defendants not concealed the unauthorized emission control
19 devices.

20 1159. Plaintiff, Keith Kirby (for the purpose of this paragraph, "Plaintiff"), a citizen of
21 the State of Missouri residing in the City of Liberty, bought a 2014 Dodge Ram 1500 EcoDiesel®
22 (for the purpose of this paragraph, the "Subject Vehicle") on or about June 1, 2017, at Fenton
23 Nissan, an authorized FCA dealer in Summit, Missouri. Plaintiff decided to buy the Subject

1 Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced
2 emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject
3 Vehicles were represented as environmentally friendly, having low emissions and good fuel
4 economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When
5 Plaintiff went to Fenton Nissan to purchase the Subject Vehicle, the sales associate touted the
6 Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
7 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
8 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
9 could perform as advertised only by emitting NOx at levels that are greater than advertised and
10 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
11 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
12 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
13 would have paid less for it, had he/she known that it did not comply with emission standards; that
14 its emission treatment system was designed to de-activate during real-world driving conditions;
15 and that it could not achieve the advertised towing power, performance, and/or fuel economy
16 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
17 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
18 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

19 1160. Plaintiff, Claude & Randy Stone (for the purpose of this paragraph, "Plaintiff"), a
20 citizen of the State of Missouri residing in the City of Arbyrd, bought a 2015 Dodge Ram 1500
21 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about November 6,
22 2015, at Harry Blackwell Dodge, an authorized FCA dealer in Dexter, Missouri. Plaintiff decided
23 to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel"

1 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on
2 which the Subject Vehicles were represented as environmentally friendly, having low emissions
3 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
4 Vehicles. When Plaintiff went to Harry Blackwell Dodge to purchase the Subject Vehicle, the
5 sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
6 performance. These representations, along with the advertised fuel economy, were among the
7 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
8 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
9 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
10 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
11 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
12 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
13 standards; that its emission treatment system was designed to de-activate during real-world driving
14 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
15 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
16 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
17 or would have paid less for it, had Defendants not concealed the unauthorized emission control
18 devices.

19 1161. Plaintiff, Brian Kirimdar d/b/a Aquafarm Organics (for the purpose of this
20 paragraph, "Plaintiff"), a citizen of the State of Florida residing in the City of Tampa, bought a
21 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on
22 or about May 1, 2018, at Starling Auto Sarasota, an authorized FCA dealer in Sarasota, Florida.
23 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an

1 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
2 website, on which the Subject Vehicles were represented as environmentally friendly, having low
3 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
4 Subject Vehicles. When Plaintiff went to Starling Auto Sarasota to purchase the Subject Vehicle,
5 the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy
6 and performance. These representations, along with the advertised fuel economy, were among the
7 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
8 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
9 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
10 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
11 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
12 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
13 standards; that its emission treatment system was designed to de-activate during real-world driving
14 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
15 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
16 proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle,
17 or would have paid less for it, had Defendants not concealed the unauthorized emission control
18 devices.

19 1162. Plaintiff, Donald Mollett (for the purpose of this paragraph, “Plaintiff”), a citizen
20 of the State of Missouri residing in the City of Clever, bought a 2015 Dodge Ram 1500 EcoDiesel®
21 (for the purpose of this paragraph, the “Subject Vehicle”) on or about July 17, 2015, at Corwin
22 Dodge, an authorized FCA dealer in Springfield, Missouri. Plaintiff decided to buy the Subject
23 Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced

1 emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject
2 Vehicles were represented as environmentally friendly, having low emissions and good fuel
3 economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When
4 Plaintiff went to Corwin Dodge to purchase the Subject Vehicle, the sales associate touted the
5 Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
6 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
7 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
8 could perform as advertised only by emitting NOx at levels that are greater than advertised and
9 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
10 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
11 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
12 would have paid less for it, had he/she known that it did not comply with emission standards; that
13 its emission treatment system was designed to de-activate during real-world driving conditions;
14 and that it could not achieve the advertised towing power, performance, and/or fuel economy
15 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
16 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
17 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

18 1163. Plaintiff, Rick Cruz (for the purpose of this paragraph, "Plaintiff"), a citizen of the
19 State of Texas residing in the City of Terrell, bought a 2015 Dodge Ram 1500 EcoDiesel® (for
20 the purpose of this paragraph, the "Subject Vehicle") on or about November 8, 2018, at Town
21 North Nissan, an authorized FCA dealer in Austin, Texas. Plaintiff decided to buy the Subject
22 Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced
23 emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject

1 Vehicles were represented as environmentally friendly, having low emissions and good fuel
2 economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When
3 Plaintiff went to Town North Nissan to purchase the Subject Vehicle, the sales associate touted the
4 Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
5 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
6 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
7 could perform as advertised only by emitting NOx at levels that are greater than advertised and
8 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
9 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
10 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
11 would have paid less for it, had he/she known that it did not comply with emission standards; that
12 its emission treatment system was designed to de-activate during real-world driving conditions;
13 and that it could not achieve the advertised towing power, performance, and/or fuel economy
14 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
15 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
16 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

17 1164. Plaintiff, Troy Cucurullo (for the purpose of this paragraph, "Plaintiff"), a citizen
18 of the State of Missouri residing in the City of Bay Saint Louis, bought a 2015 Dodge Ram 1500
19 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about January 27,
20 2018, at Pat Peck Nissan, an authorized FCA dealer in Gulfport, Missouri. Plaintiff decided to buy
21 the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
22 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
23 Subject Vehicles were represented as environmentally friendly, having low emissions and good

1 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
2 When Plaintiff went to Pat Peck Nissan to purchase the Subject Vehicle, the sales associate touted
3 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
4 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
5 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
6 could perform as advertised only by emitting NOx at levels that are greater than advertised and
7 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
8 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
9 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
10 would have paid less for it, had he/she known that it did not comply with emission standards; that
11 its emission treatment system was designed to de-activate during real-world driving conditions;
12 and that it could not achieve the advertised towing power, performance, and/or fuel economy
13 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
14 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
15 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

16 1165. Plaintiff, John Adams (for the purpose of this paragraph, "Plaintiff"), a citizen of
17 the State of Texas residing in the City of Mansfield, bought a 2015 Dodge Ram 1500 EcoDiesel®
18 (for the purpose of this paragraph, the "Subject Vehicle") on or about September 17, 2015, at
19 Classic Dodge of Arlington, an authorized FCA dealer in Arlington, Texas. Plaintiff decided to
20 buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle
21 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
22 Subject Vehicles were represented as environmentally friendly, having low emissions and good
23 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.

1 When Plaintiff went to Classic Dodge of Arlington to purchase the Subject Vehicle, the sales
2 associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
3 performance. These representations, along with the advertised fuel economy, were among the
4 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
5 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
6 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
7 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
8 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
9 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
10 standards; that its emission treatment system was designed to de-activate during real-world driving
11 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
12 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
13 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
14 or would have paid less for it, had Defendants not concealed the unauthorized emission control
15 devices.

16 1166. Plaintiff, Audie Proctor (for the purpose of this paragraph, "Plaintiff"), a citizen of
17 the State of Texas residing in the City of Bay City, bought a 2014 Jeep Grand Cherokee
18 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about December 13,
19 2016, at Texas Direct Auto, an authorized FCA dealer in Stafford, Texas. Plaintiff decided to buy
20 the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
21 reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the
22 Subject Vehicles were represented as environmentally friendly, having low emissions and good
23 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.

1 When Plaintiff went to Texas Direct Auto to purchase the Subject Vehicle, the sales associate
2 touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance.
3 These representations, along with the advertised fuel economy, were among the primary reasons
4 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
5 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
6 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
7 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
8 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
9 would have paid less for it, had he/she known that it did not comply with emission standards; that
10 its emission treatment system was designed to de-activate during real-world driving conditions;
11 and that it could not achieve the advertised towing power, performance, and/or fuel economy
12 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
13 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
14 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

15 1167. Plaintiff, Ricky Fields (for the purpose of this paragraph, "Plaintiff"), a citizen of
16 the State of Texas residing in the City of Leander, bought a 2015 Dodge Ram 1500 EcoDiesel®
17 (for the purpose of this paragraph, the "Subject Vehicle") on or about February 24, 2018, at Nyle
18 Maxwell Supercenter, an authorized FCA dealer in Austin, Texas. Plaintiff decided to buy the
19 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
20 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
21 Subject Vehicles were represented as environmentally friendly, having low emissions and good
22 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
23 When Plaintiff went to Nyle Maxwell Supercenter to purchase the Subject Vehicle, the sales

1 associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
2 performance. These representations, along with the advertised fuel economy, were among the
3 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
4 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
5 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
6 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
7 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
8 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
9 standards; that its emission treatment system was designed to de-activate during real-world driving
10 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
11 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
12 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
13 or would have paid less for it, had Defendants not concealed the unauthorized emission control
14 devices.

15 1168. Plaintiff, Frank Costanzo (for the purpose of this paragraph, "Plaintiff"), a citizen
16 of the State of Texas residing in the City of Orange, bought a 2016 Dodge Ram 1500 EcoDiesel®
17 (for the purpose of this paragraph, the "Subject Vehicle") on or about January 8, 2016, at Boerne
18 Ram, an authorized FCA dealer in New Braunfels, Texas. Plaintiff decided to buy the Subject
19 Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced
20 emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject
21 Vehicles were represented as environmentally friendly, having low emissions and good fuel
22 economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When
23 Plaintiff went to Boerne Ram to purchase the Subject Vehicle, the sales associate touted the Subject

1 Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
2 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
3 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
4 could perform as advertised only by emitting NOx at levels that are greater than advertised and
5 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
6 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
7 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
8 would have paid less for it, had he/she known that it did not comply with emission standards; that
9 its emission treatment system was designed to de-activate during real-world driving conditions;
10 and that it could not achieve the advertised towing power, performance, and/or fuel economy
11 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
12 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
13 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

14 1169. Plaintiff, Claude Akley (for the purpose of this paragraph, "Plaintiff"), a citizen of
15 the State of Georgia residing in the City of Cedartown, bought a 2014 Dodge Ram 1500
16 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about May 29, 2018,
17 at University Chrysler Dodge Jeep Ram, an authorized FCA dealer in Rome, Georgia. Plaintiff
18 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
19 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
20 website, on which the Subject Vehicles were represented as environmentally friendly, having low
21 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
22 Subject Vehicles. When Plaintiff went to University Chrysler Dodge Jeep Ram to purchase the
23 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including

1 its fuel economy and performance. These representations, along with the advertised fuel economy,
2 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
3 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
4 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
5 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
6 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
7 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
8 comply with emission standards; that its emission treatment system was designed to de-activate
9 during real-world driving conditions; and that it could not achieve the advertised towing power,
10 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
11 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
12 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
13 unauthorized emission control devices.

14 1170. Plaintiff, Kelly Steely d/b/a Steely Lease Sales (for the purpose of this paragraph,
15 "Plaintiff"), a citizen of the State of Alabama residing in the City of Bessemer, bought a 2014
16 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or
17 about October 25, 2018, at Insurance Auto Auctions, an authorized FCA dealer in Bessemer,
18 Alabama. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that
19 it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting
20 the Ram website, on which the Subject Vehicles were represented as environmentally friendly,
21 having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials
22 about the Subject Vehicles. When Plaintiff went to Insurance Auto Auctions to purchase the
23 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including

1 its fuel economy and performance. These representations, along with the advertised fuel economy,
2 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
3 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
4 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
5 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
6 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
7 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
8 comply with emission standards; that its emission treatment system was designed to de-activate
9 during real-world driving conditions; and that it could not achieve the advertised towing power,
10 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
11 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
12 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
13 unauthorized emission control devices.

14 1171. Plaintiffs, Ignatius and Clara Gladek (for the purpose of this paragraph,
15 "Plaintiffs"), are citizens of the State of Texas residing in the City of Austin, bought a 2015 Dodge
16 Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about July
17 23, 2015, at South Point Dodge Chrysler Jeep Ram, an authorized FCA dealer in Austin, Texas.
18 Plaintiffs decided to buy the Subject Vehicle based in part on FCA's representations that it was an
19 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiffs recall visiting the Ram
20 website, on which the Subject Vehicles were represented as environmentally friendly, having low
21 emissions and good fuel economy. Plaintiffs also recall seeing television commercials about the
22 Subject Vehicles. When Plaintiffs went to South Point Dodge Chrysler Jeep Ram to purchase the
23 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including

1 its fuel economy and performance. These representations, along with the advertised fuel economy,
2 were among the primary reasons Plaintiffs chose the Subject Vehicle. At the time of purchase,
3 Plaintiffs did not know that the Subject Vehicle could perform as advertised only by emitting NOx
4 at levels that are greater than advertised and above legal limits. Nor were Plaintiffs aware that their
5 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
6 designed to cheat emission tests and to deceive consumers and regulators. Plaintiffs would not
7 have purchased the Subject Vehicle, or would have paid less for it, had they known that it did not
8 comply with emission standards; that its emission treatment system was designed to de-activate
9 during real-world driving conditions; and that it could not achieve the advertised towing power,
10 performance, and/or fuel economy without cheating emission tests. Plaintiffs have suffered a
11 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
12 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
13 unauthorized emission control devices.

14 1172. Plaintiff, Lois Clark (for the purpose of this paragraph, "Plaintiff"), a citizen of the
15 State of Wisconsin residing in the City of Neenah, bought a 2015 Dodge Ram 1500 EcoDiesel®
16 (for the purpose of this paragraph, the "Subject Vehicle") on or about November 21, 2014, at
17 Griffin Jefferson Chrysler Dodge Jeep RAM, an authorized FCA dealer in Jefferson, Wisconsin.
18 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
19 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
20 website, on which the Subject Vehicles were represented as environmentally friendly, having low
21 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
22 Subject Vehicles. When Plaintiff went to Griffin Jefferson Chrysler Dodge Jeep RAM to purchase
23 the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes,

1 including its fuel economy and performance. These representations, along with the advertised fuel
2 economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of
3 purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by
4 emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff
5 aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission
6 control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff
7 would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known
8 that it did not comply with emission standards; that its emission treatment system was designed to
9 de-activate during real-world driving conditions; and that it could not achieve the advertised
10 towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has
11 suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would
12 not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not
13 concealed the unauthorized emission control devices.

14 1173. Plaintiff, John Brady (for the purpose of this paragraph, "Plaintiff"), a citizen of
15 the State of Alaska residing in the City of Fairbanks, bought a 2016 Dodge Ram 1500 EcoDiesel®
16 (for the purpose of this paragraph, the "Subject Vehicle") on or about June 29, 2017, at Gene's
17 Chrysler/Dodge, an authorized FCA dealer in Fairbanks, Alaska. Plaintiff decided to buy the
18 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
19 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
20 Subject Vehicles were represented as environmentally friendly, having low emissions and good
21 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
22 When Plaintiff went to Gene's Chrysler/Dodge to purchase the Subject Vehicle, the sales associate
23 touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance.

1 These representations, along with the advertised fuel economy, were among the primary reasons
2 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
3 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
4 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
5 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
6 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
7 would have paid less for it, had he/she known that it did not comply with emission standards; that
8 its emission treatment system was designed to de-activate during real-world driving conditions;
9 and that it could not achieve the advertised towing power, performance, and/or fuel economy
10 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
11 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
12 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

13 1174. Plaintiffs, Jimmie James & Tamara James (for the purpose of this paragraph,
14 "Plaintiffs"), are citizens of the State of Colorado residing in the City of Dacono, leased a 2016
15 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or
16 about June 12, 2016, at Larry Miller Truck Center, an authorized FCA dealer in Federal Heights,
17 Colorado. Plaintiffs decided to buy the Subject Vehicle based in part on FCA's representations
18 that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiffs recall
19 visiting the Ram website, on which the Subject Vehicles were represented as environmentally
20 friendly, having low emissions and good fuel economy. Plaintiffs also recall seeing television
21 commercials about the Subject Vehicles. When Plaintiffs went to Larry Miller Truck Center to
22 purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel®
23 attributes, including its fuel economy and performance. These representations, along with the

1 advertised fuel economy, were among the primary reasons Plaintiffs chose the Subject Vehicle. At
2 the time of purchase, Plaintiffs did not know that the Subject Vehicle could perform as advertised
3 only by emitting NOx at levels that are greater than advertised and above legal limits. Nor were
4 Plaintiffs aware that their Subject Vehicle was equipped with undisclosed and unauthorized
5 emission control devices designed to cheat emission tests and to deceive consumers and regulators.
6 Plaintiffs would not have purchased the Subject Vehicle, or would have paid less for it, had they
7 known that it did not comply with emission standards; that its emission treatment system was
8 designed to de-activate during real-world driving conditions; and that it could not achieve the
9 advertised towing power, performance, and/or fuel economy without cheating emission tests.
10 Plaintiffs have suffered a concrete injury as a direct and proximate result of Defendants'
11 misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had
12 Defendants not concealed the unauthorized emission control devices.

13 1175. Plaintiff, Michael Paul (for the purpose of this paragraph, "Plaintiff"), a citizen of
14 the State of New Mexico residing in the City of Albuquerque, bought a 2015 Dodge Ram 1500
15 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about August 1, 2014,
16 at Melloy Dodge, an authorized FCA dealer in Albuquerque, New Mexico. Plaintiff decided to
17 buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle
18 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
19 Subject Vehicles were represented as environmentally friendly, having low emissions and good
20 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
21 When Plaintiff went to Melloy Dodge to purchase the Subject Vehicle, the sales associate touted
22 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
23 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff

1 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
2 could perform as advertised only by emitting NOx at levels that are greater than advertised and
3 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
4 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
5 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
6 would have paid less for it, had he/she known that it did not comply with emission standards; that
7 its emission treatment system was designed to de-activate during real-world driving conditions;
8 and that it could not achieve the advertised towing power, performance, and/or fuel economy
9 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
10 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
11 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

12 1176. Plaintiff, Joseph A. Reynolds (for the purpose of this paragraph, "Plaintiff"), a
13 citizen of the State of Texas residing in the City of La Marque, bought a 2015 Dodge Ram 1500
14 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about November 23,
15 2015, at Bayshore Dodge Ram Jeep Chrysler, an authorized FCA dealer in Baytown, Texas.
16 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
17 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
18 website, on which the Subject Vehicles were represented as environmentally friendly, having low
19 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
20 Subject Vehicles. When Plaintiff went to Bayshore Dodge Ram Jeep Chrysler to purchase the
21 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
22 its fuel economy and performance. These representations, along with the advertised fuel economy,
23 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,

1 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
2 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
3 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
4 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
5 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
6 comply with emission standards; that its emission treatment system was designed to de-activate
7 during real-world driving conditions; and that it could not achieve the advertised towing power,
8 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
9 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
10 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
11 unauthorized emission control devices.

12 1177. Plaintiff, Nick DiGioia (for the purpose of this paragraph, "Plaintiff"), a citizen of
13 the State of Ohio residing in the City of North Royalton, bought three 2014 Dodge Ram 1500
14 EcoDiesels® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 16, 2014,
15 at Medina Auto Mall, an authorized FCA dealer in Medina, Ohio. Plaintiff decided to buy the
16 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
17 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
18 Subject Vehicles were represented as environmentally friendly, having low emissions and good
19 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
20 When Plaintiff went to Medina Auto Mall to purchase the Subject Vehicle, the sales associate
21 touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance.
22 These representations, along with the advertised fuel economy, were among the primary reasons
23 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject

1 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
2 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
3 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
4 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
5 would have paid less for it, had he/she known that it did not comply with emission standards; that
6 its emission treatment system was designed to de-activate during real-world driving conditions;
7 and that it could not achieve the advertised towing power, performance, and/or fuel economy
8 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
9 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
10 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

11 1178. Plaintiff, Nick DiGioia (for the purpose of this paragraph, "Plaintiff"), a citizen of
12 the State of Ohio residing in the City of North Royalton, bought a 2014 Dodge Ram 1500
13 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about August 15,
14 2014, at Medina Auto Mall, an authorized FCA dealer in Medina, Ohio. Plaintiff decided to buy
15 the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
16 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
17 Subject Vehicles were represented as environmentally friendly, having low emissions and good
18 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
19 When Plaintiff went to Medina Auto Mall to purchase the Subject Vehicle, the sales associate
20 touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance.
21 These representations, along with the advertised fuel economy, were among the primary reasons
22 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
23 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised

1 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
2 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
3 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
4 would have paid less for it, had he/she known that it did not comply with emission standards; that
5 its emission treatment system was designed to de-activate during real-world driving conditions;
6 and that it could not achieve the advertised towing power, performance, and/or fuel economy
7 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
8 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
9 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

10 1179. Plaintiff, Nick DiGioia (for the purpose of this paragraph, "Plaintiff"), a citizen of
11 the State of Ohio residing in the City of North Royalton, bought three 2015 Dodge Ram 1500
12 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about May 18, 2015,
13 at Medina Auto Mall, an authorized FCA dealer in Medina, Ohio. Plaintiff decided to buy the
14 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
15 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
16 Subject Vehicles were represented as environmentally friendly, having low emissions and good
17 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
18 When Plaintiff went to Medina Auto Mall to purchase the Subject Vehicle, the sales associate
19 touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance.
20 These representations, along with the advertised fuel economy, were among the primary reasons
21 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
22 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
23 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with

1 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
2 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
3 would have paid less for it, had he/she known that it did not comply with emission standards; that
4 its emission treatment system was designed to de-activate during real-world driving conditions;
5 and that it could not achieve the advertised towing power, performance, and/or fuel economy
6 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
7 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
8 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

9 1180. Plaintiff, Nick DiGioia (for the purpose of this paragraph, "Plaintiff"), a citizen of
10 the State of Ohio residing in the City of North Royalton, bought a 2016 Dodge Ram 1500
11 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about August 11,
12 2017, at Medina Auto Mall, an authorized FCA dealer in Medina Auto Mall. Plaintiff decided to
13 buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle
14 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
15 Subject Vehicles were represented as environmentally friendly, having low emissions and good
16 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
17 When Plaintiff went to Medina Auto Mall to purchase the Subject Vehicle, the sales associate
18 touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance.
19 These representations, along with the advertised fuel economy, were among the primary reasons
20 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
21 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
22 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
23 undisclosed and unauthorized emission control devices designed to cheat emission tests and to

1 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
2 would have paid less for it, had he/she known that it did not comply with emission standards; that
3 its emission treatment system was designed to de-activate during real-world driving conditions;
4 and that it could not achieve the advertised towing power, performance, and/or fuel economy
5 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
6 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
7 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

8 1181. Plaintiff, Michael Danielson (for the purpose of this paragraph, "Plaintiff"), a
9 citizen of the State of Texas residing in the City of Tyler, bought a 2015 Dodge Ram 1500
10 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about May 5, 2015,
11 at Allen Samuels, an authorized FCA dealer in Tyler, Texas. Plaintiff decided to buy the Subject
12 Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced
13 emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject
14 Vehicles were represented as environmentally friendly, having low emissions and good fuel
15 economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When
16 Plaintiff went to Allen Samuels to purchase the Subject Vehicle, the sales associate touted the
17 Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
18 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
19 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
20 could perform as advertised only by emitting NOx at levels that are greater than advertised and
21 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
22 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
23 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or

1 would have paid less for it, had he/she known that it did not comply with emission standards; that
2 its emission treatment system was designed to de-activate during real-world driving conditions;
3 and that it could not achieve the advertised towing power, performance, and/or fuel economy
4 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
5 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
6 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

7 1182. Plaintiff, Brandis Hanson (for the purpose of this paragraph, "Plaintiff"), a citizen
8 of the State of West Virginia residing in the City of Crawley, bought a 2015 Dodge Ram 1500
9 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about September 22,
10 2018, at Wright Way Motors, an authorized FCA dealer in Covington, Virginia. Plaintiff decided
11 to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel"
12 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on
13 which the Subject Vehicles were represented as environmentally friendly, having low emissions
14 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
15 Vehicles. When Plaintiff went to Wright Way Motors to purchase the Subject Vehicle, the sales
16 associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
17 performance. These representations, along with the advertised fuel economy, were among the
18 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
19 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
20 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
21 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
22 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
23 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission

1 standards; that its emission treatment system was designed to de-activate during real-world driving
2 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
3 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
4 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
5 or would have paid less for it, had Defendants not concealed the unauthorized emission control
6 devices.

7 1183. Plaintiff, Jackie Brewer (for the purpose of this paragraph, "Plaintiff"), a citizen of
8 the State of New Mexico residing in the City of Lovington, bought a 2014 Dodge Ram 1500
9 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about March 1, 2014,
10 at Frontier Dodge Chrysler Jeep, an authorized FCA dealer in Lubbock, Texas. Plaintiff decided
11 to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel"
12 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on
13 which the Subject Vehicles were represented as environmentally friendly, having low emissions
14 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
15 Vehicles. When Plaintiff went to Frontier Dodge Chrysler Jeep to purchase the Subject Vehicle,
16 the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy
17 and performance. These representations, along with the advertised fuel economy, were among the
18 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
19 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
20 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
21 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
22 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
23 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission

1 standards; that its emission treatment system was designed to de-activate during real-world driving
2 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
3 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
4 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
5 or would have paid less for it, had Defendants not concealed the unauthorized emission control
6 devices.

7 1184. Plaintiff, David Brown (for the purpose of this paragraph, "Plaintiff"), a citizen of
8 the State of Michigan residing in the City of Cheboygan, leased a 2016 Dodge Ram 1500
9 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about February 7,
10 2016, at Szott M59 Dodge, an authorized FCA dealer in Highland, Michigan. Plaintiff decided to
11 buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle
12 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
13 Subject Vehicles were represented as environmentally friendly, having low emissions and good
14 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
15 When Plaintiff went to Szott M59 Dodge to purchase the Subject Vehicle, the sales associate touted
16 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
17 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
18 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
19 could perform as advertised only by emitting NOx at levels that are greater than advertised and
20 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
21 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
22 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
23 would have paid less for it, had he/she known that it did not comply with emission standards; that

1 its emission treatment system was designed to de-activate during real-world driving conditions;
2 and that it could not achieve the advertised towing power, performance, and/or fuel economy
3 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
4 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
5 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

6 1185. Plaintiff, Larry Dygert (for the purpose of this paragraph, "Plaintiff"), a citizen of
7 the State of Ohio residing in the City of Cleveland, bought a 2014 Dodge Ram 1500 EcoDiesel®
8 (for the purpose of this paragraph, the "Subject Vehicle") on or about December 27, 2018, at
9 Spitzer, an authorized FCA dealer in Parma, Ohio. Plaintiff decided to buy the Subject Vehicle
10 based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions
11 and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were
12 represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff
13 also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to
14 Spitzer to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's
15 EcoDiesel® attributes, including its fuel economy and performance. These representations, along
16 with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject
17 Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as
18 advertised only by emitting NOx at levels that are greater than advertised and above legal limits.
19 Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and
20 unauthorized emission control devices designed to cheat emission tests and to deceive consumers
21 and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less
22 for it, had he/she known that it did not comply with emission standards; that its emission treatment
23 system was designed to de-activate during real-world driving conditions; and that it could not

1 achieve the advertised towing power, performance, and/or fuel economy without cheating
2 emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of
3 Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid
4 less for it, had Defendants not concealed the unauthorized emission control devices.

5 1186. Plaintiff, Kody Wilhelmi (for the purpose of this paragraph, "Plaintiff"), a citizen
6 of the State of Michigan residing in the City of Grand Blanc, bought a 2015 Dodge Ram 1500
7 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about April 16, 2016,
8 at North Coast Auto Mall, an authorized FCA dealer in Bedford, Ohio. Plaintiff decided to buy the
9 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
10 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
11 Subject Vehicles were represented as environmentally friendly, having low emissions and good
12 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
13 When Plaintiff went to North Coast Auto Mall to purchase the Subject Vehicle, the sales associate
14 touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance.
15 These representations, along with the advertised fuel economy, were among the primary reasons
16 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
17 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
18 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
19 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
20 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
21 would have paid less for it, had he/she known that it did not comply with emission standards; that
22 its emission treatment system was designed to de-activate during real-world driving conditions;
23 and that it could not achieve the advertised towing power, performance, and/or fuel economy

1 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
2 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
3 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

4 1187. Plaintiff, Ariel Medrano (for the purpose of this paragraph, "Plaintiff"), a citizen
5 of the State of Georgia residing in the City of Marietta, bought a 2014 Dodge Ram 1500
6 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about January 20,
7 2015, at Hendrick Chrysler Dodge Jeep, an authorized FCA dealer in Concord, North Carolina.
8 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
9 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
10 website, on which the Subject Vehicles were represented as environmentally friendly, having low
11 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
12 Subject Vehicles. When Plaintiff went to Hendrick Chrysler Dodge Jeep to purchase the Subject
13 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
14 economy and performance. These representations, along with the advertised fuel economy, were
15 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
16 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
17 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
18 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
19 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
20 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
21 emission standards; that its emission treatment system was designed to de-activate during real-
22 world driving conditions; and that it could not achieve the advertised towing power, performance,
23 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a

1 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
2 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
3 control devices.

4 1188. Plaintiff, Ronald Ebann (for the purpose of this paragraph, "Plaintiff"), a citizen of
5 the State of Arizona residing in the City of Ajo, bought a 2014 Dodge Ram 1500 EcoDiesel® (for
6 the purpose of this paragraph, the "Subject Vehicle") on or about June 1, 2014, at Larry Miller
7 Avondale Dodge, an authorized FCA dealer in Avondale, Arizona. Plaintiff decided to buy the
8 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
9 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
10 Subject Vehicles were represented as environmentally friendly, having low emissions and good
11 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
12 When Plaintiff went to Larry Miller Avondale Dodge to purchase the Subject Vehicle, the sales
13 associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
14 performance. These representations, along with the advertised fuel economy, were among the
15 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
16 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
17 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
18 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
19 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
20 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
21 standards; that its emission treatment system was designed to de-activate during real-world driving
22 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
23 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and

1 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
2 or would have paid less for it, had Defendants not concealed the unauthorized emission control
3 devices.

4 1189. Plaintiff, Carl Culbertson (for the purpose of this paragraph, "Plaintiff"), a citizen
5 of the State of New York residing in the City of Black River, bought a 2014 Dodge Ram 1500
6 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 10, 2016,
7 at FX Crapera, an authorized FCA dealer in Pulaski, New York. Plaintiff decided to buy the Subject
8 Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced
9 emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject
10 Vehicles were represented as environmentally friendly, having low emissions and good fuel
11 economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When
12 Plaintiff went to FX Caprera to purchase the Subject Vehicle, the sales associate touted the Subject
13 Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
14 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
15 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
16 could perform as advertised only by emitting NOx at levels that are greater than advertised and
17 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
18 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
19 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
20 would have paid less for it, had he/she known that it did not comply with emission standards; that
21 its emission treatment system was designed to de-activate during real-world driving conditions;
22 and that it could not achieve the advertised towing power, performance, and/or fuel economy
23 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate

1 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
2 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

3 1190. Plaintiff, Lannis Harold Allmaras (for the purpose of this paragraph, "Plaintiff"), a
4 citizen of the State of Washington residing in the City of Battle Ground, bought a 2014 Dodge
5 Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about
6 October 1, 2014 at Dave Smith Motors, an authorized FCA dealer in Kellogg, Idaho. Plaintiff
7 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
8 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
9 website, on which the Subject Vehicles were represented as environmentally friendly, having low
10 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
11 Subject Vehicles. When Plaintiff went to Dave Smith Motors to purchase the Subject Vehicle, the
12 sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
13 performance. These representations, along with the advertised fuel economy, were among the
14 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
15 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
16 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
17 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
18 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
19 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
20 standards; that its emission treatment system was designed to de-activate during real-world driving
21 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
22 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
23 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,

1 or would have paid less for it, had Defendants not concealed the unauthorized emission control
2 devices.

3 1191. Plaintiff, Elizabeth Catherine Dunlap (for the purpose of this paragraph,
4 “Plaintiff”), a citizen of the State of Florida residing in the City of Chipley, bought a 2014 Dodge
5 Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about
6 September 17, 2016, at Panhandle Automotive Inc, an authorized FCA dealer in Panama City,
7 Florida. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it
8 was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting
9 the Ram website, on which the Subject Vehicles were represented as environmentally friendly,
10 having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials
11 about the Subject Vehicles. When Plaintiff went to Panhandle Automotive Inc to purchase the
12 Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including
13 its fuel economy and performance. These representations, along with the advertised fuel economy,
14 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
15 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
16 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
17 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
18 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
19 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
20 comply with emission standards; that its emission treatment system was designed to de-activate
21 during real-world driving conditions; and that it could not achieve the advertised towing power,
22 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
23 concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have

1 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
2 unauthorized emission control devices.

3 1192. Plaintiffs, Adrienne Dunford and Jason Blacker (for the purpose of this paragraph,
4 “Plaintiffs”), are citizens of the State of Washington residing in the City of Battle Ground, bought
5 a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about May 4, 2016, at Dave Smith Coeur d'Alene, an authorized FCA dealer in Coeur
6 d'Alene, Idaho. Plaintiffs decided to buy the Subject Vehicle based in part on FCA's
7 representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient).
8 Plaintiffs recall visiting the Ram website, on which the Subject Vehicles were represented as
9 environmentally friendly, having low emissions and good fuel economy. Plaintiffs also recall
10 seeing television commercials about the Subject Vehicles. When Plaintiffs went to Dave Smith
11 Coeur d'Alene to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's
12 EcoDiesel® attributes, including its fuel economy and performance. These representations, along
13 with the advertised fuel economy, were among the primary reasons Plaintiffs chose the Subject
14 Vehicle. At the time of purchase, Plaintiffs did not know that the Subject Vehicle could perform
15 as advertised only by emitting NOx at levels that are greater than advertised and above legal limits.
16 Nor were Plaintiffs aware that their Subject Vehicle was equipped with undisclosed and
17 unauthorized emission control devices designed to cheat emission tests and to deceive consumers
18 and regulators. Plaintiffs would not have purchased the Subject Vehicle, or would have paid less
19 for it, had he/she known that it did not comply with emission standards; that its emission treatment
20 system was designed to de-activate during real-world driving conditions; and that it could not
21 achieve the advertised towing power, performance, and/or fuel economy without cheating
22 emission tests. Plaintiffs have suffered a concrete injury as a direct and proximate result of
23

1 Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid
2 less for it, had Defendants not concealed the unauthorized emission control devices.

3 1193. Plaintiff, Daryl Stark (for the purpose of this paragraph, "Plaintiff"), a citizen of
4 the State of Kentucky residing in the City of Franklin, bought a 2015 Dodge Ram 1500
5 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about November 1,
6 2018, at Jim Johnson, an authorized FCA dealer in Bowling Green, Kentucky]. Plaintiff decided
7 to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel"
8 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on
9 which the Subject Vehicles were represented as environmentally friendly, having low emissions
10 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
11 Vehicles. When Plaintiff went to Jim Johnson to purchase the Subject Vehicle, the sales associate
12 touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance.
13 These representations, along with the advertised fuel economy, were among the primary reasons
14 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
15 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
16 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
17 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
18 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
19 would have paid less for it, had he/she known that it did not comply with emission standards; that
20 its emission treatment system was designed to de-activate during real-world driving conditions;
21 and that it could not achieve the advertised towing power, performance, and/or fuel economy
22 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
23 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would

1 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

2 1194. Plaintiff, Bruce Simpson (for the purpose of this paragraph, “Plaintiff”), a citizen
3 of the State of Illinois residing in the City of Milledgeville, bought a 2016 Dodge Ram 1500
4 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about May 17, 2016,
5 at Kunes Chrysler, an authorized FCA dealer in Sterling, Illinois. Plaintiff decided to buy the
6 Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e.,
7 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
8 Subject Vehicles were represented as environmentally friendly, having low emissions and good
9 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
10 When Plaintiff went to Kunes Chrysler to purchase the Subject Vehicle, the sales associate touted
11 the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These
12 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
13 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
14 could perform as advertised only by emitting NOx at levels that are greater than advertised and
15 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
16 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
17 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
18 would have paid less for it, had he/she known that it did not comply with emission standards; that
19 its emission treatment system was designed to de-activate during real-world driving conditions;
20 and that it could not achieve the advertised towing power, performance, and/or fuel economy
21 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
22 result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would
23 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

1 1195. Plaintiff, Kathleen McCoy (for the purpose of this paragraph, “Plaintiff”), a citizen
2 of the State of New York residing in the City of Wantagh, bought a 2015 Dodge Ram 1500
3 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about July 18, 2015,
4 at Security Dodge, an authorized FCA dealer in Amityville, NY]. Plaintiff decided to buy the
5 Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e.,
6 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
7 Subject Vehicles were represented as environmentally friendly, having low emissions and good
8 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
9 When Plaintiff went to Security Dodge to purchase the Subject Vehicle, the sales associate touted
10 the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These
11 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
12 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
13 could perform as advertised only by emitting NOx at levels that are greater than advertised and
14 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
15 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
16 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
17 would have paid less for it, had he/she known that it did not comply with emission standards; that
18 its emission treatment system was designed to de-activate during real-world driving conditions;
19 and that it could not achieve the advertised towing power, performance, and/or fuel economy
20 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
21 result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would
22 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

23 1196. Plaintiff, Robert Zielinski (for the purpose of this paragraph, “Plaintiff”), a citizen

1 of the State of Texas residing in the City of Arlington, bought a 2015 Dodge Ram 1500
2 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about February 15,
3 2018, at North Texas Truck Stop 8321, an authorized FCA dealer in Mansfield, Texas. Plaintiff
4 decided to buy the Subject Vehicle based in part on FCA’s representations that it was an
5 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
6 website, on which the Subject Vehicles were represented as environmentally friendly, having low
7 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
8 Subject Vehicles. When Plaintiff went to North Texas Truck Stop 8321 to purchase the Subject
9 Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel
10 economy and performance. These representations, along with the advertised fuel economy, were
11 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
12 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
13 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
14 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
15 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
16 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
17 emission standards; that its emission treatment system was designed to de-activate during real-
18 world driving conditions; and that it could not achieve the advertised towing power, performance,
19 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
20 direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject
21 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
22 control devices.

23 1197. Plaintiff, James Dunn (for the purpose of this paragraph, “Plaintiff”), a citizen of

1 the State of Missouri residing in the City of Hale, bought a 2015 Dodge Ram 1500 EcoDiesel®
2 (for the purpose of this paragraph, the “Subject Vehicle”) on or about December 21, 2018, at
3 Woody’s Automotive Group, an authorized FCA dealer in Chillicothe, Missouri. Plaintiff decided
4 to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel”
5 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on
6 which the Subject Vehicles were represented as environmentally friendly, having low emissions
7 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
8 Vehicles. When Plaintiff went to Woody’s Automotive Group to purchase the Subject Vehicle,
9 the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy
10 and performance. These representations, along with the advertised fuel economy, were among the
11 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
12 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
13 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
14 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
15 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
16 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
17 standards; that its emission treatment system was designed to de-activate during real-world driving
18 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
19 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
20 proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle,
21 or would have paid less for it, had Defendants not concealed the unauthorized emission control
22 devices.

23 1198. Plaintiff, Carlos Cantu (for the purpose of this paragraph, “Plaintiff”), a citizen of

1 the State of Texas residing in the City of Houston, bought a 2016 Dodge Ram 1500 EcoDiesel®
2 (for the purpose of this paragraph, the “Subject Vehicle”) on or about May 1, 2016, at AutoNation
3 Chrysler Dodge Jeep Ram Houston, an authorized FCA dealer in Houston, Texas. Plaintiff decided
4 to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel”
5 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on
6 which the Subject Vehicles were represented as environmentally friendly, having low emissions
7 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
8 Vehicles. When Plaintiff went to AutoNation Chrysler Dodge Jeep Ram Houston to purchase the
9 Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including
10 its fuel economy and performance. These representations, along with the advertised fuel economy,
11 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
12 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
13 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
14 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
15 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
16 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
17 comply with emission standards; that its emission treatment system was designed to de-activate
18 during real-world driving conditions; and that it could not achieve the advertised towing power,
19 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
20 concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have
21 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
22 unauthorized emission control devices.

23 1199. Plaintiff, Scott Harrington (for the purpose of this paragraph, “Plaintiff”), a citizen

1 of the State of Georgia residing in the City of Powder Springs, bought a 2015 Dodge Ram 1500
2 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about May 16, 2015,
3 at Thornton Road Dodge, an authorized FCA dealer in Lithia Springs, Georgia. Plaintiff decided
4 to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel”
5 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on
6 which the Subject Vehicles were represented as environmentally friendly, having low emissions
7 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
8 Vehicles. When Plaintiff went to Thornton Road Dodge to purchase the Subject Vehicle, the sales
9 associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and
10 performance. These representations, along with the advertised fuel economy, were among the
11 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
12 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
13 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
14 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
15 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
16 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
17 standards; that its emission treatment system was designed to de-activate during real-world driving
18 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
19 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
20 proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle,
21 or would have paid less for it, had Defendants not concealed the unauthorized emission control
22 devices.

23 1200. Plaintiffs, Jody Simpson and Leeann Aills (for the purpose of this paragraph,

1 “Plaintiffs”), are citizens of the State of Texas residing in the City of Shepherd, bought a 2014
2 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or
3 about September 15, 2016 at Platinum Chrysler Dodge Ram Jeep, an authorized FCA dealer in
4 Terrell, Texas. Plaintiffs decided to buy the Subject Vehicle based in part on FCA’s representations
5 that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiffs recall
6 visiting the Ram website, on which the Subject Vehicles were represented as environmentally
7 friendly, having low emissions and good fuel economy. Plaintiffs also recall seeing television
8 commercials about the Subject Vehicles. When Plaintiffs went to Platinum Chrysler Dodge Jeep
9 Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel®
10 attributes, including its fuel economy and performance. These representations, along with the
11 advertised fuel economy, were among the primary reasons Plaintiffs chose the Subject Vehicle. At
12 the time of purchase, Plaintiffs did not know that the Subject Vehicle could perform as advertised
13 only by emitting NOx at levels that are greater than advertised and above legal limits. Nor were
14 Plaintiffs aware that their Subject Vehicle was equipped with undisclosed and unauthorized
15 emission control devices designed to cheat emission tests and to deceive consumers and regulators.
16 Plaintiffs would not have purchased the Subject Vehicle, or would have paid less for it, had they
17 known that it did not comply with emission standards; that its emission treatment system was
18 designed to de-activate during real-world driving conditions; and that it could not achieve the
19 advertised towing power, performance, and/or fuel economy without cheating emission tests.
20 Plaintiffs have suffered a concrete injury as a direct and proximate result of Defendants’
21 misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had
22 Defendants not concealed the unauthorized emission control devices.

23 1201. Plaintiffs, Steve and Mallory Wilson (for the purpose of this paragraph,

1 “Plaintiffs”), are citizens of the State of Pennsylvania residing in the City of Pulaski, bought a 2015
2 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or
3 about May 9, 2015 at Ron Lewis Chrysler Dodge Jeep Ram, an authorized FCA dealer in
4 Cranberry Township, Pennsylvania. Plaintiffs decided to buy the Subject Vehicle based in part on
5 FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel
6 efficient). Plaintiffs recall visiting the Ram website, on which the Subject Vehicles were
7 represented as environmentally friendly, having low emissions and good fuel economy. Plaintiffs
8 also recall seeing television commercials about the Subject Vehicles. When Plaintiffs went to Ron
9 Lewis Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the
10 Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These
11 representations, along with the advertised fuel economy, were among the primary reasons
12 Plaintiffs chose the Subject Vehicle. At the time of purchase, Plaintiffs did not know that the
13 Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than
14 advertised and above legal limits. Nor were Plaintiffs aware that their Subject Vehicle was
15 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
16 tests and to deceive consumers and regulators. Plaintiffs would not have purchased the Subject
17 Vehicle, or would have paid less for it, had they known that it did not comply with emission
18 standards; that its emission treatment system was designed to de-activate during real-world driving
19 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
20 economy without cheating emission tests. Plaintiffs have suffered a concrete injury as a direct and
21 proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle,
22 or would have paid less for it, had Defendants not concealed the unauthorized emission control
23 devices.

1 1202. Plaintiff, Jim Leavelle (for the purpose of this paragraph, “Plaintiff”), a citizen of
2 the State of Texas residing in the City of Corpus Christi, bought a 2014 Dodge Ram 1500
3 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about April 25, 2014,
4 at Helfman Dodge, an authorized FCA dealer in Houston, Texas. Plaintiff decided to buy the
5 Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e.,
6 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
7 Subject Vehicles were represented as environmentally friendly, having low emissions and good
8 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
9 When Plaintiff went to Helfman Dodge to purchase the Subject Vehicle, the sales associate touted
10 the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These
11 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
12 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
13 could perform as advertised only by emitting NOx at levels that are greater than advertised and
14 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
15 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
16 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
17 would have paid less for it, had he/she known that it did not comply with emission standards; that
18 its emission treatment system was designed to de-activate during real-world driving conditions;
19 and that it could not achieve the advertised towing power, performance, and/or fuel economy
20 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
21 result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would
22 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

23 1203. Plaintiffs, Leya and Kenneth Bell (for the purpose of this paragraph, “Plaintiffs”),

1 are citizens of the State of Missouri residing in the City of Alton, bought a 2015 Dodge Ram 1500
2 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about November 1,
3 2018 at MDP Motors, an authorized FCA dealer in Rogersville, Missouri. Plaintiffs decided to buy
4 the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e.,
5 reduced emissions and fuel efficient). Plaintiffs recall visiting the Ram website, on which the
6 Subject Vehicles were represented as environmentally friendly, having low emissions and good
7 fuel economy. Plaintiffs also recall seeing television commercials about the Subject Vehicles.
8 When Plaintiffs went to MDP Motors to purchase the Subject Vehicle, the sales associate touted
9 the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These
10 representations, along with the advertised fuel economy, were among the primary reasons
11 Plaintiffs chose the Subject Vehicle. At the time of purchase, Plaintiffs did not know that the
12 Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than
13 advertised and above legal limits. Nor were Plaintiffs aware that their Subject Vehicle was
14 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
15 tests and to deceive consumers and regulators. Plaintiffs would not have purchased the Subject
16 Vehicle, or would have paid less for it, had they known that it did not comply with emission
17 standards; that its emission treatment system was designed to de-activate during real-world driving
18 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
19 economy without cheating emission tests. Plaintiffs have suffered a concrete injury as a direct and
20 proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle,
21 or would have paid less for it, had Defendants not concealed the unauthorized emission control
22 devices.

23 1204. Plaintiff, Daniel Lopez (for the purpose of this paragraph, “Plaintiff”), a citizen of

1 the State of Georgia residing in the City of Forsyth, bought a 2015 Dodge Ram 1500 EcoDiesel®
2 (for the purpose of this paragraph, the “Subject Vehicle”) on or about October 1, 2016, at Cowboy
3 Dodge, an authorized FCA dealer in Cheyenne, Wyoming. Plaintiff decided to buy the Subject
4 Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced
5 emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject
6 Vehicles were represented as environmentally friendly, having low emissions and good fuel
7 economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When
8 Plaintiff went to Cowboy Dodge to purchase the Subject Vehicle, the sales associate touted the
9 Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These
10 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
11 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
12 could perform as advertised only by emitting NOx at levels that are greater than advertised and
13 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
14 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
15 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
16 would have paid less for it, had he/she known that it did not comply with emission standards; that
17 its emission treatment system was designed to de-activate during real-world driving conditions;
18 and that it could not achieve the advertised towing power, performance, and/or fuel economy
19 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
20 result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would
21 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

22 1205. Plaintiff, David Hanson (for the purpose of this paragraph, “Plaintiff”), a citizen of
23 the State of Texas residing in the City of Nacogdoches, bought a 2014 Dodge Ram 1500

1 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about June 10, 2015,
2 at Firkins, an authorized FCA dealer in Bradenton, Florida. Plaintiff decided to buy the Subject
3 Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced
4 emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject
5 Vehicles were represented as environmentally friendly, having low emissions and good fuel
6 economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When
7 Plaintiff went to Firkins to purchase the Subject Vehicle, the sales associate touted the Subject
8 Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These
9 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
10 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
11 could perform as advertised only by emitting NOx at levels that are greater than advertised and
12 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
13 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
14 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
15 would have paid less for it, had he/she known that it did not comply with emission standards; that
16 its emission treatment system was designed to de-activate during real-world driving conditions;
17 and that it could not achieve the advertised towing power, performance, and/or fuel economy
18 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
19 result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would
20 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

21 1206. Plaintiff, Dan Sadowski (for the purpose of this paragraph, “Plaintiff”), a citizen of
22 the State of Connecticut residing in the City of Shelton, bought a 2014 Dodge Ram 1500
23 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about March 3, 2016,

1 at Suburban Chrysler Dodge Jeep Ram of Troy, an authorized FCA dealer in Troy, Michigan.
2 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
3 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
4 website, on which the Subject Vehicles were represented as environmentally friendly, having low
5 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
6 Subject Vehicles. When Plaintiff went to Suburban Chrysler Dodge Jeep Ram of Troy to purchase
7 the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes,
8 including its fuel economy and performance. These representations, along with the advertised fuel
9 economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of
10 purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by
11 emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff
12 aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission
13 control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff
14 would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known
15 that it did not comply with emission standards; that its emission treatment system was designed to
16 de-activate during real-world driving conditions; and that it could not achieve the advertised
17 towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has
18 suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would
19 not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not
20 concealed the unauthorized emission control devices.

21 1207. Plaintiff, Dana Pitchford (for the purpose of this paragraph, "Plaintiff"), a citizen
22 of the State of Illinois residing in the City of Raymond, bought a 2014 Jeep Grand Cherokee
23 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 7, 2014,

1 at Wright Automotive, an authorized FCA dealer in Hillsboro, Illinois. Plaintiff decided to buy the
2 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
3 reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the
4 Subject Vehicles were represented as environmentally friendly, having low emissions and good
5 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
6 When Plaintiff went to Wright Automotive to purchase the Subject Vehicle, the sales associate
7 touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance.
8 These representations, along with the advertised fuel economy, were among the primary reasons
9 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
10 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
11 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
12 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
13 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
14 would have paid less for it, had he/she known that it did not comply with emission standards; that
15 its emission treatment system was designed to de-activate during real-world driving conditions;
16 and that it could not achieve the advertised towing power, performance, and/or fuel economy
17 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
18 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
19 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

20 1208. Plaintiffs, Kenneth Lynn and Laurie Ann Drees (for the purpose of this paragraph,
21 "Plaintiffs"), are citizens of the State of Iowa residing in the City of Vail, bought a 2015 Dodge
22 Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about
23 March 19, 2015 at Woodhouse Dodge, an authorized FCA dealer in Blair, Nebraska. Plaintiffs

1 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
2 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiffs recall visiting the Ram
3 website, on which the Subject Vehicles were represented as environmentally friendly, having low
4 emissions and good fuel economy. Plaintiffs also recall seeing television commercials about the
5 Subject Vehicles. When Plaintiffs went to Woodhouse Dodge to purchase the Subject Vehicle,
6 the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy
7 and performance. These representations, along with the advertised fuel economy, were among the
8 primary reasons Plaintiffs chose the Subject Vehicle. At the time of purchase, Plaintiffs did not
9 know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are
10 greater than advertised and above legal limits. Nor were Plaintiffs aware that their Subject Vehicle
11 was equipped with undisclosed and unauthorized emission control devices designed to cheat
12 emission tests and to deceive consumers and regulators. Plaintiffs would not have purchased the
13 Subject Vehicle, or would have paid less for it, had they known that it did not comply with emission
14 standards; that its emission treatment system was designed to de-activate during real-world driving
15 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
16 economy without cheating emission tests. Plaintiffs have suffered a concrete injury as a direct and
17 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
18 or would have paid less for it, had Defendants not concealed the unauthorized emission control
19 devices.

20 1209. Plaintiff, Patrick Pursel (for the purpose of this paragraph, "Plaintiff"), a citizen of
21 the State of Arkansas residing in the City of Prairie Grove, bought a 2016 Dodge Ram 1500
22 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about January 26,
23 2017, at Crain Buick GMC of Springdale, an authorized FCA dealer in Springdale, Arkansas.

1 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
2 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
3 website, on which the Subject Vehicles were represented as environmentally friendly, having low
4 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
5 Subject Vehicles. When Plaintiff went to Crain Buick GMC of Springdale to purchase the Subject
6 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
7 economy and performance. These representations, along with the advertised fuel economy, were
8 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
9 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
10 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
11 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
12 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
13 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
14 emission standards; that its emission treatment system was designed to de-activate during real-
15 world driving conditions; and that it could not achieve the advertised towing power, performance,
16 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
17 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
18 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
19 control devices.

20 1210. Plaintiff, Robin Laskody (for the purpose of this paragraph, "Plaintiff"), a citizen
21 of the State of Washington residing in the City of Roslyn, bought a 2014 Jeep Grand Cherokee
22 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 18, 2017,
23 at Auto Nation of Bellevue, an authorized FCA dealer in Bellevue, Washington. Plaintiff decided

1 to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel"
2 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on
3 which the Subject Vehicles were represented as environmentally friendly, having low emissions
4 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
5 Vehicles. When Plaintiff went to Auto Nation of Bellevue to purchase the Subject Vehicle, the
6 sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
7 performance. These representations, along with the advertised fuel economy, were among the
8 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
9 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
10 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
11 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
12 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
13 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
14 standards; that its emission treatment system was designed to de-activate during real-world driving
15 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
16 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
17 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
18 or would have paid less for it, had Defendants not concealed the unauthorized emission control
19 devices.

20 1211. Plaintiff, Michael Miller (for the purpose of this paragraph, "Plaintiff"), a citizen
21 of the State of Texas residing in the City of Center, bought a 2016 Dodge Ram 1500 EcoDiesel®
22 (for the purpose of this paragraph, the "Subject Vehicle") on or about September 26, 2016, at
23 Wright Chrysler Dodge, an authorized FCA dealer in Center, Texas. Plaintiff decided to buy the

1 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
2 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
3 Subject Vehicles were represented as environmentally friendly, having low emissions and good
4 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
5 When Plaintiff went to Wright Chrysler Dodge to purchase the Subject Vehicle, the sales associate
6 touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance.
7 These representations, along with the advertised fuel economy, were among the primary reasons
8 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
9 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
10 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
11 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
12 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
13 would have paid less for it, had he/she known that it did not comply with emission standards; that
14 its emission treatment system was designed to de-activate during real-world driving conditions;
15 and that it could not achieve the advertised towing power, performance, and/or fuel economy
16 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
17 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
18 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

19 1212. Plaintiff, Nathan Dawson (for the purpose of this paragraph, "Plaintiff"), a citizen
20 of the State of Arizona residing in the City of Lake Havasu City, bought a 2015 Dodge Ram 1500
21 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about April 9, 2017,
22 at Anderson Chrysler, an authorized FCA dealer in Lake Havasu City, Arizona. Plaintiff decided
23 to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel"

1 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on
2 which the Subject Vehicles were represented as environmentally friendly, having low emissions
3 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
4 Vehicles. When Plaintiff went to Anderson Chrysler to purchase the Subject Vehicle, the sales
5 associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
6 performance. These representations, along with the advertised fuel economy, were among the
7 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
8 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
9 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
10 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
11 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
12 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
13 standards; that its emission treatment system was designed to de-activate during real-world driving
14 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
15 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
16 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
17 or would have paid less for it, had Defendants not concealed the unauthorized emission control
18 devices.

19 1213. Plaintiff, Kevin Cudgma (for the purpose of this paragraph, "Plaintiff"), a citizen
20 of the State of Connecticut residing in the City of Branford, bought a 2016 Dodge Ram 1500
21 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about December 1,
22 2016, at Madison Chrysler, an authorized FCA dealer in Madison, Connecticut. Plaintiff decided
23 to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel"

1 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on
2 which the Subject Vehicles were represented as environmentally friendly, having low emissions
3 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
4 Vehicles. When Plaintiff went to Madison Chrysler to purchase the Subject Vehicle, the sales
5 associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
6 performance. These representations, along with the advertised fuel economy, were among the
7 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
8 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
9 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
10 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
11 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
12 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
13 standards; that its emission treatment system was designed to de-activate during real-world driving
14 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
15 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
16 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
17 or would have paid less for it, had Defendants not concealed the unauthorized emission control
18 devices.

19 1214. Plaintiff, Brian Brown (for the purpose of this paragraph, "Plaintiff"), a citizen of
20 the State of Texas residing in the City of Flower Mound, bought a 2014 Jeep Grand Cherokee
21 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about April 4, 2016,
22 at Bonham Chrysler Jeep, an authorized FCA dealer in Bonham, Texas. Plaintiff decided to buy
23 the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,

1 reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the
2 Subject Vehicles were represented as environmentally friendly, having low emissions and good
3 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
4 When Plaintiff went to Bonham, Texas to purchase the Subject Vehicle, the sales associate touted
5 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
6 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
7 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
8 could perform as advertised only by emitting NOx at levels that are greater than advertised and
9 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
10 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
11 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
12 would have paid less for it, had he/she known that it did not comply with emission standards; that
13 its emission treatment system was designed to de-activate during real-world driving conditions;
14 and that it could not achieve the advertised towing power, performance, and/or fuel economy
15 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
16 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
17 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

18 1215. Plaintiff, Calvin Ball DBA Tower Construction Co (for the purpose of this
19 paragraph, "Plaintiff"), a citizen of the State of Tennessee residing in the City of Chattanooga,
20 bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject
21 Vehicle") on or about December 2, 2014, at Don Jackson Chrysler Dodge Jeep Ram, an authorized
22 FCA dealer in Union City, Georgia. Plaintiff decided to buy the Subject Vehicle based in part on
23 FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel

1 efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were
2 represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff
3 also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Don
4 Jackson Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the
5 Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
6 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
7 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
8 could perform as advertised only by emitting NOx at levels that are greater than advertised and
9 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
10 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
11 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
12 would have paid less for it, had he/she known that it did not comply with emission standards; that
13 its emission treatment system was designed to de-activate during real-world driving conditions;
14 and that it could not achieve the advertised towing power, performance, and/or fuel economy
15 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
16 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
17 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

18 1216. Plaintiffs, Dale M. & Melody Lynn Ruzicka (for the purpose of this paragraph,
19 "Plaintiffs"), are citizens of the State of Minnesota residing in the City of Dassel, bought a 2016
20 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or
21 about October 18, 2016 at McKay's Dodge, Chrysler, Jeep, Ram, an authorized FCA dealer in
22 Waite Park, Minnesota. Plaintiffs decided to buy the Subject Vehicle based in part on FCA's
23 representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient).

1 Plaintiffs recall visiting the Ram website, on which the Subject Vehicles were represented as
2 environmentally friendly, having low emissions and good fuel economy. Plaintiffs also recall
3 seeing television commercials about the Subject Vehicles. When Plaintiffs went to McKay's
4 Dodge, Chrysler, Jeep, Ram to purchase the Subject Vehicle, the sales associate touted the Subject
5 Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
6 representations, along with the advertised fuel economy, were among the primary reasons
7 Plaintiffs chose the Subject Vehicle. At the time of purchase, Plaintiffs did not know that the
8 Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than
9 advertised and above legal limits. Nor was Plaintiffs aware that their Subject Vehicle was equipped
10 with undisclosed and unauthorized emission control devices designed to cheat emission tests and
11 to deceive consumers and regulators. Plaintiffs would not have purchased the Subject Vehicle, or
12 would have paid less for it, had they known that it did not comply with emission standards; that its
13 emission treatment system was designed to de-activate during real-world driving conditions; and
14 that it could not achieve the advertised towing power, performance, and/or fuel economy without
15 cheating emission tests. Plaintiffs have suffered a concrete injury as a direct and proximate result
16 of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have
17 paid less for it, had Defendants not concealed the unauthorized emission control devices.

18 1217. Plaintiff, Tomas Jakubcak (for the purpose of this paragraph, "Plaintiff"), a citizen
19 of the State of Connecticut residing in the City of Danbury, bought a 2014 Dodge Ram 1500
20 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about August 16,
21 2017, at JM Automotive, an authorized FCA dealer in Naugatuck, Connecticut. Plaintiff decided
22 to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel"
23 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on

1 which the Subject Vehicles were represented as environmentally friendly, having low emissions
2 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
3 Vehicles. When Plaintiff went to JM Automotive to purchase the Subject Vehicle, the sales
4 associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
5 performance. These representations, along with the advertised fuel economy, were among the
6 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
7 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
8 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
9 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
10 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
11 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
12 standards; that its emission treatment system was designed to de-activate during real-world driving
13 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
14 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
15 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
16 or would have paid less for it, had Defendants not concealed the unauthorized emission control
17 devices.

18 1218. Plaintiff, Tim Sether (for the purpose of this paragraph, "Plaintiff"), a citizen of the
19 State of Minnesota residing in the City of Stacy, bought a 2015 Dodge Ram 1500 EcoDiesel® (for
20 the purpose of this paragraph, the "Subject Vehicle") on or about January 1, 2017, at Mt. Vernon
21 Inc. Lynch Chevrolet, an authorized FCA dealer in W Mount Vernon, Iowa. Plaintiff decided to
22 buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle
23 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the

1 Subject Vehicles were represented as environmentally friendly, having low emissions and good
2 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
3 When Plaintiff went to Mt. Vernon Inc. Lynch Chevrolet to purchase the Subject Vehicle, the sales
4 associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
5 performance. These representations, along with the advertised fuel economy, were among the
6 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
7 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
8 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
9 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
10 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
11 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
12 standards; that its emission treatment system was designed to de-activate during real-world driving
13 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
14 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
15 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
16 or would have paid less for it, had Defendants not concealed the unauthorized emission control
17 devices.

18 1219. Plaintiffs, Travis & Sara Rose (for the purpose of this paragraph, "Plaintiffs"), are
19 citizens of the State of Wisconsin residing in the City of Hatley, bought a 2015 Dodge Ram 1500
20 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about November 30,
21 2018 at SL Motors, an authorized FCA dealer in Pulaski, Wisconsin. Plaintiffs decided to buy the
22 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
23 reduced emissions and fuel efficient). Plaintiffs recall visiting the Ram website, on which the

1 Subject Vehicles were represented as environmentally friendly, having low emissions and good
2 fuel economy. Plaintiffs also recall seeing television commercials about the Subject Vehicles.
3 When Plaintiffs went to SL Motors to purchase the Subject Vehicle, the sales associate touted the
4 Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
5 representations, along with the advertised fuel economy, were among the primary reasons
6 Plaintiffs chose the Subject Vehicle. At the time of purchase, Plaintiffs did not know that the
7 Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than
8 advertised and above legal limits. Nor was Plaintiffs aware that their Subject Vehicle was equipped
9 with undisclosed and unauthorized emission control devices designed to cheat emission tests and
10 to deceive consumers and regulators. Plaintiffs would not have purchased the Subject Vehicle, or
11 would have paid less for it, had they known that it did not comply with emission standards; that its
12 emission treatment system was designed to de-activate during real-world driving conditions; and
13 that it could not achieve the advertised towing power, performance, and/or fuel economy without
14 cheating emission tests. Plaintiffs have suffered a concrete injury as a direct and proximate result
15 of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have
16 paid less for it, had Defendants not concealed the unauthorized emission control devices.

17 1220. Plaintiff, Kegan Ashbrook (for the purpose of this paragraph, "Plaintiff"), a citizen
18 of the State of Pennsylvania residing in the City of Windber, bought a 2016 Dodge Ram 1500
19 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 6, 2017,
20 at Chrysler World, an authorized FCA dealer in Abrams, Wisconsin. Plaintiff decided to buy the
21 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
22 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
23 Subject Vehicles were represented as environmentally friendly, having low emissions and good

1 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
2 When Plaintiff went to Chrysler World to purchase the Subject Vehicle, the sales associate touted
3 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
4 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
5 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
6 could perform as advertised only by emitting NOx at levels that are greater than advertised and
7 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
8 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
9 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
10 would have paid less for it, had he/she known that it did not comply with emission standards; that
11 its emission treatment system was designed to de-activate during real-world driving conditions;
12 and that it could not achieve the advertised towing power, performance, and/or fuel economy
13 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
14 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
15 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

16 1221. Plaintiffs, Eugenio & Marsha Vargas Jr (for the purpose of this paragraph,
17 "Plaintiffs"), are citizens of the State of Florida residing in the City of Okeechobee, bought a 2016
18 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or
19 about January 2, 2017 at Arrigo Dodge Chrysler Jeep Ram FIAT Ft. Pierce, an authorized FCA
20 dealer in Ft. Pierce, Florida. Plaintiffs decided to buy the Subject Vehicle based in part on FCA's
21 representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient).
22 Plaintiffs recall visiting the Ram website, on which the Subject Vehicles were represented as
23 environmentally friendly, having low emissions and good fuel economy. Plaintiffs also recall

1 seeing television commercials about the Subject Vehicles. When Plaintiffs went to Arrigo Dodge
2 Chrysler Jeep Ram FIAT Ft. Pierce to purchase the Subject Vehicle, the sales associate touted the
3 Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
4 representations, along with the advertised fuel economy, were among the primary reasons
5 Plaintiffs chose the Subject Vehicle. At the time of purchase, Plaintiffs did not know that the
6 Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than
7 advertised and above legal limits. Nor was Plaintiffs aware that their Subject Vehicle was equipped
8 with undisclosed and unauthorized emission control devices designed to cheat emission tests and
9 to deceive consumers and regulators. Plaintiffs would not have purchased the Subject Vehicle, or
10 would have paid less for it, had they known that it did not comply with emission standards; that its
11 emission treatment system was designed to de-activate during real-world driving conditions; and
12 that it could not achieve the advertised towing power, performance, and/or fuel economy without
13 cheating emission tests. Plaintiffs have suffered a concrete injury as a direct and proximate result
14 of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have
15 paid less for it, had Defendants not concealed the unauthorized emission control devices.

16 1222. Plaintiffs, Lawrence & Susan Swonger (for the purpose of this paragraph,
17 "Plaintiffs"), are citizens of the State of Kansas residing in the City of Kiowa, bought a 2016 Dodge
18 Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about May
19 15, 2017 at Johnsons of Kingfisher Inc., an authorized FCA dealer in Kingfisher, Oklahoma.
20 Plaintiffs decided to buy the Subject Vehicle based in part on FCA's representations that it was an
21 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiffs recall visiting the Ram
22 website, on which the Subject Vehicles were represented as environmentally friendly, having low
23 emissions and good fuel economy. Plaintiffs also recall seeing television commercials about the

1 Subject Vehicles. When Plaintiffs went to Johnsons of Kingfisher Inc. purchase the Subject
2 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
3 economy and performance. These representations, along with the advertised fuel economy, were
4 among the primary reasons Plaintiffs chose the Subject Vehicle. At the time of purchase, Plaintiffs
5 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
6 that are greater than advertised and above legal limits. Nor was Plaintiffs aware that their Subject
7 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
8 cheat emission tests and to deceive consumers and regulators. Plaintiffs would not have purchased
9 the Subject Vehicle, or would have paid less for it, had they known that it did not comply with
10 emission standards; that its emission treatment system was designed to de-activate during real-
11 world driving conditions; and that it could not achieve the advertised towing power, performance,
12 and/or fuel economy without cheating emission tests. Plaintiffs have suffered a concrete injury as
13 a direct and proximate result of Defendants' misconduct, and would not have purchased the
14 Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized
15 emission control devices.

16 1223. Plaintiff, Joe Pat Hughes (for the purpose of this paragraph, "Plaintiff"), a citizen
17 of the State of Kentucky residing in the City of Murray, bought a 2016 Dodge Ram 1500
18 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about October 19,
19 2015, at David Taylor Chrysler Dodge Jeep, an authorized FCA dealer in Murray, Kentucky.
20 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
21 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
22 website, on which the Subject Vehicles were represented as environmentally friendly, having low
23 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the

1 Subject Vehicles. When Plaintiff went to David Taylor Chrysler Dodge Jeep to purchase the
2 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
3 its fuel economy and performance. These representations, along with the advertised fuel economy,
4 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
5 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
6 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
7 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
8 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
9 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
10 comply with emission standards; that its emission treatment system was designed to de-activate
11 during real-world driving conditions; and that it could not achieve the advertised towing power,
12 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
13 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
14 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
15 unauthorized emission control devices.

16 1224. Plaintiff, Marcus Kruse (for the purpose of this paragraph, "Plaintiff"), a citizen of
17 the State of Michigan residing in the City of Onsted, bought a 2014 Dodge Ram 1500 EcoDiesel®
18 (for the purpose of this paragraph, the "Subject Vehicle") on or about October 15, 2018, at
19 Lafontaine Chrysler Dodge Ram, an authorized FCA dealer in Clinton, Michigan. Plaintiff decided
20 to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel"
21 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on
22 which the Subject Vehicles were represented as environmentally friendly, having low emissions
23 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject

1 Vehicles. When Plaintiff went to Lafontaine Chrysler Dodge Ram to purchase the Subject Vehicle,
2 the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy
3 and performance. These representations, along with the advertised fuel economy, were among the
4 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
5 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
6 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
7 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
8 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
9 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
10 standards; that its emission treatment system was designed to de-activate during real-world driving
11 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
12 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
13 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
14 or would have paid less for it, had Defendants not concealed the unauthorized emission control
15 devices.

16 1225. Plaintiff, William D Ross (for the purpose of this paragraph, "Plaintiff"), a citizen
17 of the State of Alabama residing in the City of Russellville, bought a 2015 Dodge Ram 1500
18 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about May 26, 2015,
19 at Champion of Decatur, Inc., an authorized FCA dealer in Decatur, Alabama. Plaintiff decided to
20 buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle
21 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
22 Subject Vehicles were represented as environmentally friendly, having low emissions and good
23 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.

1 When Plaintiff went to Champion of Decatur, Inc. to purchase the Subject Vehicle, the sales
2 associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
3 performance. These representations, along with the advertised fuel economy, were among the
4 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
5 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
6 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
7 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
8 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
9 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
10 standards; that its emission treatment system was designed to de-activate during real-world driving
11 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
12 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
13 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
14 or would have paid less for it, had Defendants not concealed the unauthorized emission control
15 devices.

16 1226. Plaintiff, Jordan Smith (for the purpose of this paragraph, "Plaintiff"), a citizen of
17 the State of Oregon residing in the City of Medford, bought a 2015 Dodge Ram 1500 EcoDiesel®
18 (for the purpose of this paragraph, the "Subject Vehicle") on or about July 11, 2016, at Lithia
19 Chevrolet, an authorized FCA dealer in Twin Falls, ID. Plaintiff decided to buy the Subject Vehicle
20 based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions
21 and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were
22 represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff
23 also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to

1 Lithia Chevrolet to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's
2 EcoDiesel® attributes, including its fuel economy and performance. These representations, along
3 with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject
4 Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as
5 advertised only by emitting NOx at levels that are greater than advertised and above legal limits.
6 Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and
7 unauthorized emission control devices designed to cheat emission tests and to deceive consumers
8 and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less
9 for it, had he/she known that it did not comply with emission standards; that its emission treatment
10 system was designed to de-activate during real-world driving conditions; and that it could not
11 achieve the advertised towing power, performance, and/or fuel economy without cheating
12 emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of
13 Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid
14 less for it, had Defendants not concealed the unauthorized emission control devices.

15 1227. Plaintiff, Dawnetta Janene Holladay (for the purpose of this paragraph, "Plaintiff"),
16 a citizen of the State of Georgia residing in the City of Hull, bought a 2014 Jeep Grand Cherokee
17 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about May 21, 2014,
18 at Mall of Georgia Jeep, an authorized FCA dealer in Buford, Georgia. Plaintiff decided to buy
19 the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
20 reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the
21 Subject Vehicles were represented as environmentally friendly, having low emissions and good
22 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
23 When Plaintiff went to Mall of Georgia Jeep to purchase the Subject Vehicle, the sales associate

1 touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance.
2 These representations, along with the advertised fuel economy, were among the primary reasons
3 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
4 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
5 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
6 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
7 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
8 would have paid less for it, had he/she known that it did not comply with emission standards; that
9 its emission treatment system was designed to de-activate during real-world driving conditions;
10 and that it could not achieve the advertised towing power, performance, and/or fuel economy
11 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
12 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
13 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

14 1228. Plaintiff, Nicolas Klein (for the purpose of this paragraph, "Plaintiff"), a citizen of
15 the State of Minnesota residing in the City of Marshall, bought a 2015 Dodge Ram 1500
16 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about October 1, 2018,
17 at Watertown Ford Chrysler, an authorized FCA dealer in Watertown, South Dakota. Plaintiff
18 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
19 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
20 website, on which the Subject Vehicles were represented as environmentally friendly, having low
21 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
22 Subject Vehicles. When Plaintiff went to Watertown Ford Chrysler to purchase the Subject
23 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel

1 economy and performance. These representations, along with the advertised fuel economy, were
2 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
3 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
4 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
5 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
6 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
7 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
8 emission standards; that its emission treatment system was designed to de-activate during real-
9 world driving conditions; and that it could not achieve the advertised towing power, performance,
10 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
11 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
12 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
13 control devices.

14 1229. Plaintiff, Veryl Adams (for the purpose of this paragraph, "Plaintiff"), a citizen of
15 the State of Indiana residing in the City of Coatesville, bought a 2014 Dodge Ram 1500
16 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about March 3, 2015,
17 at Westgate Chrysler, an authorized FCA dealer in Plainfield, Indiana. Plaintiff decided to buy the
18 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
19 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
20 Subject Vehicles were represented as environmentally friendly, having low emissions and good
21 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
22 When Plaintiff went to Westgate Chrysler to purchase the Subject Vehicle, the sales associate
23 touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance.

1 These representations, along with the advertised fuel economy, were among the primary reasons
2 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
3 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
4 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
5 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
6 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
7 would have paid less for it, had he/she known that it did not comply with emission standards; that
8 its emission treatment system was designed to de-activate during real-world driving conditions;
9 and that it could not achieve the advertised towing power, performance, and/or fuel economy
10 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
11 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
12 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

13 1230. Plaintiff, Ken Levene (for the purpose of this paragraph, "Plaintiff"), a citizen of
14 the State of South Dakota residing in the City of Chancellor, bought a 2014 Dodge Ram 1500
15 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about July 27, 2015,
16 at Woodhouse, an authorized FCA dealer in Sioux City, Iowa. Plaintiff decided to buy the Subject
17 Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced
18 emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject
19 Vehicles were represented as environmentally friendly, having low emissions and good fuel
20 economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When
21 Plaintiff went to Woodhouse to purchase the Subject Vehicle, the sales associate touted the Subject
22 Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
23 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff

1 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
2 could perform as advertised only by emitting NOx at levels that are greater than advertised and
3 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
4 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
5 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
6 would have paid less for it, had he/she known that it did not comply with emission standards; that
7 its emission treatment system was designed to de-activate during real-world driving conditions;
8 and that it could not achieve the advertised towing power, performance, and/or fuel economy
9 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
10 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
11 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

12 1231. Plaintiff, Tylor Cilione (for the purpose of this paragraph, "Plaintiff"), a citizen of
13 the State of Oregon residing in the City of Klamath Falls, bought a 2015 Jeep Grand Cherokee
14 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about December 10,
15 2018, at Lithia Jeep Medford, an authorized FCA dealer in Medford, Oregon. Plaintiff decided to
16 buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle
17 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the
18 Subject Vehicles were represented as environmentally friendly, having low emissions and good
19 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
20 When Plaintiff went to Lithia Jeep Medford to purchase the Subject Vehicle, the sales associate
21 touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance.
22 These representations, along with the advertised fuel economy, were among the primary reasons
23 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject

1 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
2 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
3 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
4 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
5 would have paid less for it, had he/she known that it did not comply with emission standards; that
6 its emission treatment system was designed to de-activate during real-world driving conditions;
7 and that it could not achieve the advertised towing power, performance, and/or fuel economy
8 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
9 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
10 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

11 1232. Plaintiff, Spencer Giardini (for the purpose of this paragraph, "Plaintiff"), a citizen
12 of the State of Wisconsin residing in the City of Lake Geneva, bought a 2016 Jeep Grand Cherokee
13 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about August 4, 2016,
14 at Fields Chrysler Dodge Jeep Ram, an authorized FCA dealer in Glenview, Illinois. Plaintiff
15 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
16 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep
17 website, on which the Subject Vehicles were represented as environmentally friendly, having low
18 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
19 Subject Vehicles. When Plaintiff went to Fields Chrysler Dodge Jeep Ram to purchase the Subject
20 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
21 economy and performance. These representations, along with the advertised fuel economy, were
22 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
23 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels

1 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
2 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
3 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
4 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
5 emission standards; that its emission treatment system was designed to de-activate during real-
6 world driving conditions; and that it could not achieve the advertised towing power, performance,
7 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
8 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
9 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
10 control devices.

11 1233. Plaintiff, Jay E. Fitzgerald (for the purpose of this paragraph, "Plaintiff"), a citizen
12 of the State of Pennsylvania residing in the City of Utica, bought a 2014 Dodge Ram 1500
13 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about October 21,
14 2014, at CarRight Chrysler Dodge Jeep RAM, an authorized FCA dealer in Moon, Pennsylvania.
15 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
16 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
17 website, on which the Subject Vehicles were represented as environmentally friendly, having low
18 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
19 Subject Vehicles. When Plaintiff went to CarRight Chrysler Dodge Jeep RAM to purchase the
20 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
21 its fuel economy and performance. These representations, along with the advertised fuel economy,
22 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
23 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx

1 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
2 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
3 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
4 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
5 comply with emission standards; that its emission treatment system was designed to de-activate
6 during real-world driving conditions; and that it could not achieve the advertised towing power,
7 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
8 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
9 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
10 unauthorized emission control devices.

11 1234. Plaintiffs, David & Jamie Wright (for the purpose of this paragraph, "Plaintiffs"),
12 are citizens of the State of Wisconsin residing in the City of Edgerton, bought a 2014 Jeep Grand
13 Cherokee EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about
14 October 17, 2016, at Van Horn Chrysler Dodge Jeep Ram of Manitowoc, an authorized FCA dealer
15 in Manitowoc, Wisconsin. Plaintiffs decided to buy the Subject Vehicle based in part on FCA's
16 representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient).
17 Plaintiffs recalls visiting the Jeep website, on which the Subject Vehicles were represented as
18 environmentally friendly, having low emissions and good fuel economy. Plaintiffs also recalls
19 seeing television commercials about the Subject Vehicles. When Plaintiffs went to Van Horn
20 Chrysler Dodge Jeep Ram of Manitowoc to purchase the Subject Vehicle, the sales associate touted
21 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
22 representations, along with the advertised fuel economy, were among the primary reasons
23 Plaintiffs chose the Subject Vehicle. At the time of purchase, Plaintiffs did not know that the

1 Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than
2 advertised and above legal limits. Nor was Plaintiffs aware that his/her Subject Vehicle was
3 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
4 tests and to deceive consumers and regulators. Plaintiffs would not have purchased the Subject
5 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
6 standards; that its emission treatment system was designed to de-activate during real-world driving
7 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
8 economy without cheating emission tests. Plaintiffs has suffered a concrete injury as a direct and
9 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
10 or would have paid less for it, had Defendants not concealed the unauthorized emission control
11 devices.

12 1235. Plaintiff, Gordon Doug Stephens (for the purpose of this paragraph, "Plaintiff"), a
13 citizen of the State of Louisiana residing in the City of Lafayette, bought a 2014 Dodge Ram 1500
14 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about October 1, 2015,
15 at Acadiana Dodge Chrysler Jeep Ram Fiat, an authorized FCA dealer in Lafayette, Louisiana.
16 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
17 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
18 website, on which the Subject Vehicles were represented as environmentally friendly, having low
19 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
20 Subject Vehicles. When Plaintiff went to Acadiana Dodge Chrysler Jeep Ram Fiat to purchase the
21 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
22 its fuel economy and performance. These representations, along with the advertised fuel economy,
23 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,

1 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
2 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
3 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
4 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
5 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
6 comply with emission standards; that its emission treatment system was designed to de-activate
7 during real-world driving conditions; and that it could not achieve the advertised towing power,
8 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
9 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
10 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
11 unauthorized emission control devices.

12 1236. Plaintiff, Terrie Peay (for the purpose of this paragraph, "Plaintiff"), a citizen of the
13 State of Tennessee residing in the City of Savannah, bought a 2015 Dodge Ram 1500 EcoDiesel®
14 (for the purpose of this paragraph, the "Subject Vehicle") on or about February 1, 2016, at Jones
15 Dodge Chrysler, an authorized FCA dealer in Savannah, Tennessee. Plaintiff decided to buy the
16 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
17 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
18 Subject Vehicles were represented as environmentally friendly, having low emissions and good
19 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
20 When Plaintiff went to Jones Dodge Chrysler to purchase the Subject Vehicle, the sales associate
21 touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance.
22 These representations, along with the advertised fuel economy, were among the primary reasons
23 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject

1 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
2 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
3 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
4 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
5 would have paid less for it, had he/she known that it did not comply with emission standards; that
6 its emission treatment system was designed to de-activate during real-world driving conditions;
7 and that it could not achieve the advertised towing power, performance, and/or fuel economy
8 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
9 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
10 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

11 1237. Plaintiff, Roberto Martinez (for the purpose of this paragraph, "Plaintiff"), a citizen
12 of the State of Texas residing in the City of Cayanosa, bought a 2016 Dodge Ram 1500
13 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about December 31,
14 2015, at Star Chrysler Dodge Jeep Ram, an authorized FCA dealer in Big Spring, Texas. Plaintiff
15 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
16 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
17 website, on which the Subject Vehicles were represented as environmentally friendly, having low
18 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
19 Subject Vehicles. When Plaintiff went to Star Chrysler Dodge Jeep Ram to purchase the Subject
20 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
21 economy and performance. These representations, along with the advertised fuel economy, were
22 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
23 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels

1 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
2 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
3 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
4 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
5 emission standards; that its emission treatment system was designed to de-activate during real-
6 world driving conditions; and that it could not achieve the advertised towing power, performance,
7 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
8 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
9 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
10 control devices.

11 1238. Plaintiff, Steve & Jill Aman (for the purpose of this paragraph, "Plaintiff"), a citizen
12 of the State of Iowa residing in the City of Sergeant Bluff, bought a 2015 Dodge Ram 1500
13 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about May 2, 2018,
14 at Woodhouse Chrysler Ram Jeep, an authorized FCA dealer in Sioux City, Iowa. Plaintiff decided
15 to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel"
16 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on
17 which the Subject Vehicles were represented as environmentally friendly, having low emissions
18 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
19 Vehicles. When Plaintiff went to Woodhouse Chrysler Ram Jeep to purchase the Subject Vehicle,
20 the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy
21 and performance. These representations, along with the advertised fuel economy, were among the
22 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
23 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater

1 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
2 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
3 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
4 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
5 standards; that its emission treatment system was designed to de-activate during real-world driving
6 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
7 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
8 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
9 or would have paid less for it, had Defendants not concealed the unauthorized emission control
10 devices.

11 1239. Plaintiff, Collin Hale (for the purpose of this paragraph, "Plaintiff"), a citizen of the
12 State of Texas residing in the City of Ben Wheeler, bought a 2016 Dodge Ram 1500 EcoDiesel®
13 (for the purpose of this paragraph, the "Subject Vehicle") on or about November 30, 2016, at
14 Tomball Dodge Chrysler Jeep, an authorized FCA dealer in Tomball, Texas. Plaintiff decided to
15 buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle
16 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
17 Subject Vehicles were represented as environmentally friendly, having low emissions and good
18 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
19 When Plaintiff went to Tomball Dodge Chrysler Jeep to purchase the Subject Vehicle, the sales
20 associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
21 performance. These representations, along with the advertised fuel economy, were among the
22 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
23 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater

1 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
2 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
3 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
4 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
5 standards; that its emission treatment system was designed to de-activate during real-world driving
6 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
7 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
8 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
9 or would have paid less for it, had Defendants not concealed the unauthorized emission control
10 devices.

11 1240. Plaintiff, Willie Sekel (for the purpose of this paragraph, "Plaintiff"), a citizen of
12 the State of Wisconsin residing in the City of Manitowoc, bought a 2015 Dodge Ram 1500
13 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about August 20,
14 2015, at Gandrud Motor Company, an authorized FCA dealer in Green Bay, Wisconsin. Plaintiff
15 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
16 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
17 website, on which the Subject Vehicles were represented as environmentally friendly, having low
18 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
19 Subject Vehicles. When Plaintiff went to Gandrud Motor Company to purchase the Subject
20 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
21 economy and performance. These representations, along with the advertised fuel economy, were
22 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
23 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels

1 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
2 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
3 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
4 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
5 emission standards; that its emission treatment system was designed to de-activate during real-
6 world driving conditions; and that it could not achieve the advertised towing power, performance,
7 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
8 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
9 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
10 control devices.

11 1241. Plaintiff, Robert Perron III (for the purpose of this paragraph, "Plaintiff"), a citizen
12 of the State of Massachusetts residing in the City of Webster, bought a 2015 Dodge Ram 1500
13 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about May 1, 2015,
14 at Putnum Chrysler Dodge, an authorized FCA dealer in Putnum, Connecticut. Plaintiff decided
15 to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel"
16 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on
17 which the Subject Vehicles were represented as environmentally friendly, having low emissions
18 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
19 Vehicles. When Plaintiff went to Putnum Chrysler Dodge to purchase the Subject Vehicle, the
20 sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
21 performance. These representations, along with the advertised fuel economy, were among the
22 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
23 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater

1 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
2 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
3 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
4 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
5 standards; that its emission treatment system was designed to de-activate during real-world driving
6 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
7 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
8 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
9 or would have paid less for it, had Defendants not concealed the unauthorized emission control
10 devices.

11 1242. Plaintiff, Kevin Sanders (for the purpose of this paragraph, "Plaintiff"), a citizen of
12 the State of Louisiana residing in the City of Haynesville, bought a 2016 Dodge Ram 1500
13 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 10, 2017,
14 at Breedend-C-J Inc, an authorized FCA dealer in Fort Smith, Arkansas. Plaintiff decided to buy
15 the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
16 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
17 Subject Vehicles were represented as environmentally friendly, having low emissions and good
18 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
19 When Plaintiff went to Breedend-C-J Inc to purchase the Subject Vehicle, the sales associate touted
20 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
21 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
22 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
23 could perform as advertised only by emitting NOx at levels that are greater than advertised and

1 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
2 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
3 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
4 would have paid less for it, had he/she known that it did not comply with emission standards; that
5 its emission treatment system was designed to de-activate during real-world driving conditions;
6 and that it could not achieve the advertised towing power, performance, and/or fuel economy
7 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
8 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
9 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

10 1243. Plaintiff, Ryan Lahaie (for the purpose of this paragraph, "Plaintiff"), a citizen of
11 the State of Michigan residing in the City of Lowell, bought a 2016 Dodge Ram 1500 EcoDiesel®
12 (for the purpose of this paragraph, the "Subject Vehicle") on or about January 8, 2019, at Szott M-
13 59 Dodge Ram, an authorized FCA dealer in Highland Charter Township, Michigan. Plaintiff
14 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
15 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
16 website, on which the Subject Vehicles were represented as environmentally friendly, having low
17 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
18 Subject Vehicles. When Plaintiff went to Szott M-59 Dodge Ram to purchase the Subject Vehicle,
19 the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy
20 and performance. These representations, along with the advertised fuel economy, were among the
21 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
22 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
23 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was

1 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
2 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
3 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
4 standards; that its emission treatment system was designed to de-activate during real-world driving
5 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
6 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
7 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
8 or would have paid less for it, had Defendants not concealed the unauthorized emission control
9 devices.

10 1244. Plaintiff, Brian Pieper (for the purpose of this paragraph, "Plaintiff"), a citizen of
11 the State of Minnesota residing in the City of Minneapolis, bought a 2016 Dodge Ram 1500
12 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about April 20, 2018,
13 at Park Jeep Inc, an authorized FCA dealer in Burnsville, Minnesota. Plaintiff decided to buy the
14 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
15 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
16 Subject Vehicles were represented as environmentally friendly, having low emissions and good
17 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
18 When Plaintiff went to Park Jeep Inc to purchase the Subject Vehicle, the sales associate touted
19 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
20 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
21 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
22 could perform as advertised only by emitting NOx at levels that are greater than advertised and
23 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with

1 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
2 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
3 would have paid less for it, had he/she known that it did not comply with emission standards; that
4 its emission treatment system was designed to de-activate during real-world driving conditions;
5 and that it could not achieve the advertised towing power, performance, and/or fuel economy
6 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
7 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
8 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

9 1245. Plaintiff, Robert Lionel (for the purpose of this paragraph, "Plaintiff"), a citizen of
10 the State of Texas residing in the City of Princeton, bought a 2014 Jeep Grand Cherokee
11 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about October 1, 2014,
12 at Frisco Dodge, an authorized FCA dealer in Frisco, Texas. Plaintiff decided to buy the Subject
13 Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced
14 emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the Subject
15 Vehicles were represented as environmentally friendly, having low emissions and good fuel
16 economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When
17 Plaintiff went to Frisco Dodge to purchase the Subject Vehicle, the sales associate touted the
18 Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
19 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
20 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
21 could perform as advertised only by emitting NOx at levels that are greater than advertised and
22 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
23 undisclosed and unauthorized emission control devices designed to cheat emission tests and to

1 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
2 would have paid less for it, had he/she known that it did not comply with emission standards; that
3 its emission treatment system was designed to de-activate during real-world driving conditions;
4 and that it could not achieve the advertised towing power, performance, and/or fuel economy
5 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
6 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
7 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

8 1246. Plaintiff, Michael Schrader (for the purpose of this paragraph, "Plaintiff"), a citizen
9 of the State of New York residing in the City of Syracuse, bought a 2016 Dodge Ram 1500
10 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about November 30,
11 2018, at Bridgeland Auto, an authorized FCA dealer in Bridgeport, New York. Plaintiff decided
12 to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel"
13 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on
14 which the Subject Vehicles were represented as environmentally friendly, having low emissions
15 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
16 Vehicles. When Plaintiff went to Bridgeland Auto to purchase the Subject Vehicle, the sales
17 associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
18 performance. These representations, along with the advertised fuel economy, were among the
19 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
20 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
21 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
22 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
23 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject

1 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
2 standards; that its emission treatment system was designed to de-activate during real-world driving
3 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
4 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
5 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
6 or would have paid less for it, had Defendants not concealed the unauthorized emission control
7 devices.

8 1247. Plaintiff, Andrew Bonnett (for the purpose of this paragraph, "Plaintiff"), a citizen
9 of the State of Arizona residing in the City of Sedona, bought a 2016 Dodge Ram 1500 EcoDiesel®
10 (for the purpose of this paragraph, the "Subject Vehicle") on or about March 8, 2016, at Planet
11 Chrysler Dodge Jeep Ram, an authorized FCA dealer in Sedona, Arizona. Plaintiff decided to buy
12 the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
13 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
14 Subject Vehicles were represented as environmentally friendly, having low emissions and good
15 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
16 When Plaintiff went to Planet Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales
17 associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
18 performance. These representations, along with the advertised fuel economy, were among the
19 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
20 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
21 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
22 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
23 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject

1 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
2 standards; that its emission treatment system was designed to de-activate during real-world driving
3 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
4 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
5 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
6 or would have paid less for it, had Defendants not concealed the unauthorized emission control
7 devices.

8 1248. Plaintiff, Sergio Braga (for the purpose of this paragraph, "Plaintiff"), a citizen of
9 the State of Alabama residing in the City of Gulf Shores, bought a 2014 Dodge Ram 1500
10 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about April 21, 2014,
11 at Jacksonville Chrysler Dodge Jeep Ram Arlington, an authorized FCA dealer in Jacksonville,
12 Florida. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it
13 was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting
14 the Ram website, on which the Subject Vehicles were represented as environmentally friendly,
15 having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials
16 about the Subject Vehicles. When Plaintiff went to Jacksonville Chrysler Dodge Jeep Ram
17 Arlington to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's
18 EcoDiesel® attributes, including its fuel economy and performance. These representations, along
19 with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject
20 Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as
21 advertised only by emitting NOx at levels that are greater than advertised and above legal limits.
22 Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and
23 unauthorized emission control devices designed to cheat emission tests and to deceive consumers

1 and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less
2 for it, had he/she known that it did not comply with emission standards; that its emission treatment
3 system was designed to de-activate during real-world driving conditions; and that it could not
4 achieve the advertised towing power, performance, and/or fuel economy without cheating
5 emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of
6 Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid
7 less for it, had Defendants not concealed the unauthorized emission control devices.

8 1249. Plaintiff, Tom Billing (for the purpose of this paragraph, "Plaintiff"), a citizen of
9 the State of Wisconsin residing in the City of Lake Geneva, bought a 2014 Jeep Grand Cherokee
10 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about January 2, 2014,
11 at Fields Chrysler Jeep Dodge RAM, an authorized FCA dealer in Glenview, Illinois. Plaintiff
12 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
13 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep
14 website, on which the Subject Vehicles were represented as environmentally friendly, having low
15 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
16 Subject Vehicles. When Plaintiff went to Fields Chrysler Jeep Dodge RAM to purchase the
17 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
18 its fuel economy and performance. These representations, along with the advertised fuel economy,
19 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
20 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
21 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
22 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
23 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have

1 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
2 comply with emission standards; that its emission treatment system was designed to de-activate
3 during real-world driving conditions; and that it could not achieve the advertised towing power,
4 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
5 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
6 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
7 unauthorized emission control devices.

8 1250. Plaintiff, William Jones (for the purpose of this paragraph, "Plaintiff"), a citizen of
9 the State of Colorado residing in the City of Pagosa Springs, bought a 2015 Jeep Grand Cherokee
10 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about September 1,
11 2015, at Spartanburg Chrysler Dodge Jeep Ram an authorized FCA dealer in Spartanburg, South
12 Carolina. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that
13 it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting
14 the Jeep website, on which the Subject Vehicles were represented as environmentally friendly,
15 having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials
16 about the Subject Vehicles. When Plaintiff went to Spartanburg Chrysler Dodge Jeep Ram to
17 purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel®
18 attributes, including its fuel economy and performance. These representations, along with the
19 advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At
20 the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised
21 only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was
22 Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized
23 emission control devices designed to cheat emission tests and to deceive consumers and regulators.

1 Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she
2 known that it did not comply with emission standards; that its emission treatment system was
3 designed to de-activate during real-world driving conditions; and that it could not achieve the
4 advertised towing power, performance, and/or fuel economy without cheating emission tests.
5 Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct,
6 and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants
7 not concealed the unauthorized emission control devices.

8 1251. Plaintiff, Benjamin F. Holt Jr. (for the purpose of this paragraph, "Plaintiff"), a
9 citizen of the State of Louisiana residing in the City of Dry Prong, bought a 2016 Dodge Ram 1500
10 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about January 4, 2016,
11 at Sterling Motors, an authorized FCA dealer in Opelousas, Louisiana. Plaintiff decided to buy the
12 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
13 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
14 Subject Vehicles were represented as environmentally friendly, having low emissions and good
15 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
16 When Plaintiff went to Sterling Motors to purchase the Subject Vehicle, the sales associate touted
17 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
18 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
19 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
20 could perform as advertised only by emitting NOx at levels that are greater than advertised and
21 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
22 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
23 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or

1 would have paid less for it, had he/she known that it did not comply with emission standards; that
2 its emission treatment system was designed to de-activate during real-world driving conditions;
3 and that it could not achieve the advertised towing power, performance, and/or fuel economy
4 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
5 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
6 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

7 1252. Plaintiff, Jeremy Stevens DBA JJ Flooring (for the purpose of this paragraph,
8 "Plaintiff"), a citizen of the State of Idaho residing in the City of Nampa, bought a 2016 Dodge
9 Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about
10 December 27, 2015, at Stampeded Peterson Dodge, an authorized FCA dealer in Nampa, Idaho.
11 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
12 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
13 website, on which the Subject Vehicles were represented as environmentally friendly, having low
14 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
15 Subject Vehicles. When Plaintiff went to Stampeded Peterson Dodge to purchase the Subject
16 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
17 economy and performance. These representations, along with the advertised fuel economy, were
18 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
19 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
20 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
21 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
22 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
23 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with

1 emission standards; that its emission treatment system was designed to de-activate during real-
2 world driving conditions; and that it could not achieve the advertised towing power, performance,
3 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
4 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
5 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
6 control devices.

7 1253. Plaintiffs, Debra & Ronnie Creed (for the purpose of this paragraph, "Plaintiffs"),
8 are citizens of the State of North Carolina residing in the City of Pilot Mountain, bought a 2016
9 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or
10 about April 7, 2018 at Kernersville Dodge Chrysler Ram, an authorized FCA dealer in
11 Kernersville, North Carolina. Plaintiffs decided to buy the Subject Vehicle based in part on FCA's
12 representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient).
13 Plaintiffs recall visiting the Ram website, on which the Subject Vehicles were represented as
14 environmentally friendly, having low emissions and good fuel economy. Plaintiffs also recall
15 seeing television commercials about the Subject Vehicles. When Plaintiffs went to Kernersville
16 Dodge Chrysler Ram to purchase the Subject Vehicle, the sales associate touted the Subject
17 Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
18 representations, along with the advertised fuel economy, were among the primary reasons
19 Plaintiffs chose the Subject Vehicle. At the time of purchase, Plaintiffs did not know that the
20 Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than
21 advertised and above legal limits. Nor were Plaintiffs aware that their Subject Vehicle was
22 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
23 tests and to deceive consumers and regulators. Plaintiffs would not have purchased the Subject

1 Vehicle, or would have paid less for it, had they known that it did not comply with emission
2 standards; that its emission treatment system was designed to de-activate during real-world driving
3 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
4 economy without cheating emission tests. Plaintiffs have suffered a concrete injury as a direct and
5 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
6 or would have paid less for it, had Defendants not concealed the unauthorized emission control
7 devices.

8 1254. Plaintiff, Thomas Snyder (for the purpose of this paragraph, "Plaintiff"), a citizen
9 of the State of West Virginia residing in the City of Camden, bought a 2015 Dodge Ram 1500
10 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about December 14,
11 2015, at Urse Dodge Chrysler Ram, an authorized FCA dealer in White Hall, West Virginia.
12 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
13 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
14 website, on which the Subject Vehicles were represented as environmentally friendly, having low
15 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
16 Subject Vehicles. When Plaintiff went to Urse Dodge Chrysler Jeep Ram to purchase the Subject
17 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
18 economy and performance. These representations, along with the advertised fuel economy, were
19 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
20 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
21 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
22 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
23 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased

1 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
2 emission standards; that its emission treatment system was designed to de-activate during real-
3 world driving conditions; and that it could not achieve the advertised towing power, performance,
4 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
5 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
6 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
7 control devices.

8 1255. Plaintiff, Brad Smith (for the purpose of this paragraph, "Plaintiff"), a citizen of the
9 State of Texas residing in the City of Somerville, bought a 2016 Dodge Ram 1500 EcoDiesel®
10 (for the purpose of this paragraph, the "Subject Vehicle") on or about September 29, 2016, at San
11 Marcos Dodge, an authorized FCA dealer in San Marcos, Texas. Plaintiff decided to buy the
12 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
13 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
14 Subject Vehicles were represented as environmentally friendly, having low emissions and good
15 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
16 When Plaintiff went to San Marcos Dodge to purchase the Subject Vehicle, the sales associate
17 touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance.
18 These representations, along with the advertised fuel economy, were among the primary reasons
19 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
20 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
21 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
22 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
23 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or

1 would have paid less for it, had he/she known that it did not comply with emission standards; that
2 its emission treatment system was designed to de-activate during real-world driving conditions;
3 and that it could not achieve the advertised towing power, performance, and/or fuel economy
4 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
5 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
6 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

7 1256. Plaintiffs, William and Marlene Loewen (for the purpose of this paragraph,
8 "Plaintiffs"), a citizen of the State of Florida residing in the City of Milton, bought a 2015 Dodge
9 Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about July
10 11, 2015, at Chrysler Dodge Jeep Ram Crestview, an authorized FCA dealer in Crestview, Florida.
11 Plaintiffs decided to buy the Subject Vehicle based in part on FCA's representations that it was an
12 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiffs recall visiting the Ram
13 website, on which the Subject Vehicles were represented as environmentally friendly, having low
14 emissions and good fuel economy. Plaintiffs also recall seeing television commercials about the
15 Subject Vehicles. When Plaintiffs went to Chrysler Dodge Jeep Ram Crestview to purchase the
16 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
17 its fuel economy and performance. These representations, along with the advertised fuel economy,
18 were among the primary reasons Plaintiffs chose the Subject Vehicle. At the time of purchase,
19 Plaintiffs did not know that the Subject Vehicle could perform as advertised only by emitting NOx
20 at levels that are greater than advertised and above legal limits. Nor was Plaintiffs aware that
21 his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
22 designed to cheat emission tests and to deceive consumers and regulators. Plaintiffs would not
23 have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did

1 not comply with emission standards; that its emission treatment system was designed to de-activate
2 during real-world driving conditions; and that it could not achieve the advertised towing power,
3 performance, and/or fuel economy without cheating emission tests. Plaintiffs have suffered a
4 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
5 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
6 unauthorized emission control devices.

7 1257. Plaintiffs, Paul & Angela Miller (for the purpose of this paragraph, "Plaintiffs"), a
8 citizen of the State of Illinois residing in the City of Edwardsville, bought a 2014 Jeep Grand
9 Cherokee EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about
10 February 5, 2016, at First Chrysler of Manitowoc, an authorized FCA dealer in Manitowoc,
11 Wisconsin. Plaintiffs decided to buy the Subject Vehicle based in part on FCA's representations
12 that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiffs recall
13 visiting the Jeep website, on which the Subject Vehicles were represented as environmentally
14 friendly, having low emissions and good fuel economy. Plaintiffs also recall seeing television
15 commercials about the Subject Vehicles. When Plaintiffs went to First Chrysler of Manitowoc to
16 purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel®
17 attributes, including its fuel economy and performance. These representations, along with the
18 advertised fuel economy, were among the primary reasons Plaintiffs chose the Subject Vehicle. At
19 the time of purchase, Plaintiffs did not know that the Subject Vehicle could perform as advertised
20 only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was
21 Plaintiffs aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized
22 emission control devices designed to cheat emission tests and to deceive consumers and regulators.
23 Plaintiffs would not have purchased the Subject Vehicle, or would have paid less for it, had he/she

1 known that it did not comply with emission standards; that its emission treatment system was
2 designed to de-activate during real-world driving conditions; and that it could not achieve the
3 advertised towing power, performance, and/or fuel economy without cheating emission tests.
4 Plaintiffs have suffered a concrete injury as a direct and proximate result of Defendants'
5 misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had
6 Defendants not concealed the unauthorized emission control devices.

7 1258. Plaintiffs, Jack & Debra Heylmann (for the purpose of this paragraph, "Plaintiffs"),
8 a citizen of the State of Indiana residing in the City of Greencastle, bought a 2015 Dodge Ram
9 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about August 4,
10 2016, at York Chrysler Dodge Jeep Ram Fiat, an authorized FCA dealer in Crawfordsville,
11 Indiana. Plaintiffs decided to buy the Subject Vehicle based in part on FCA's representations that
12 it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiffs recall visiting
13 the Ram website, on which the Subject Vehicles were represented as environmentally friendly,
14 having low emissions and good fuel economy. Plaintiffs also recall seeing television commercials
15 about the Subject Vehicles. When Plaintiffs went to York Chrysler Dodge Jeep Ram Fiat to
16 purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel®
17 attributes, including its fuel economy and performance. These representations, along with the
18 advertised fuel economy, were among the primary reasons Plaintiffs chose the Subject Vehicle. At
19 the time of purchase, Plaintiffs did not know that the Subject Vehicle could perform as advertised
20 only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was
21 Plaintiffs aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized
22 emission control devices designed to cheat emission tests and to deceive consumers and regulators.
23 Plaintiffs would not have purchased the Subject Vehicle, or would have paid less for it, had he/she

1 known that it did not comply with emission standards; that its emission treatment system was
2 designed to de-activate during real-world driving conditions; and that it could not achieve the
3 advertised towing power, performance, and/or fuel economy without cheating emission tests.
4 Plaintiffs have suffered a concrete injury as a direct and proximate result of Defendants'
5 misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had
6 Defendants not concealed the unauthorized emission control devices.

7 1259. Plaintiff, Bryan Emilius (for the purpose of this paragraph, "Plaintiff"), a citizen of
8 the State of Pennsylvania residing in the City of Jenkintown, leased a 2016 Dodge Ram 1500
9 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about February 23,
10 2016, at Mt Ephraim Chrysler Dodge Ram, an authorized FCA dealer in Mt Ephraim, New Jersey.
11 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
12 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
13 website, on which the Subject Vehicles were represented as environmentally friendly, having low
14 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
15 Subject Vehicles. When Plaintiff went to Mt Ephraim Chrysler Dodge Ram to purchase the
16 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
17 its fuel economy and performance. These representations, along with the advertised fuel economy,
18 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
19 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
20 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
21 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
22 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
23 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not

1 comply with emission standards; that its emission treatment system was designed to de-activate
2 during real-world driving conditions; and that it could not achieve the advertised towing power,
3 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
4 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
5 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
6 unauthorized emission control devices.

7 1260. Plaintiffs, Ruthanna Taylor & Zachary Buchanan (for the purpose of this paragraph,
8 "Plaintiff"), are citizens of the State of Missouri residing in the City of Kingsville bought a 2015
9 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or
10 about May 10, 2018 at Max Ford LLC, an authorized FCA dealer in Harrisonville, Missouri].
11 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
12 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
13 website, on which the Subject Vehicles were represented as environmentally friendly, having low
14 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
15 Subject Vehicles. When Plaintiff went to Max Ford LLC to purchase the Subject Vehicle, the sales
16 associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
17 performance. These representations, along with the advertised fuel economy, were among the
18 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
19 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
20 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
21 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
22 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
23 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission

1 standards; that its emission treatment system was designed to de-activate during real-world driving
2 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
3 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
4 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
5 or would have paid less for it, had Defendants not concealed the unauthorized emission control
6 devices.

7 1261. Plaintiff, Ben Savino (for the purpose of this paragraph, "Plaintiff"), a citizen of the
8 State of New York residing in the City of Mahopac, leased two 2015 Dodge Ram 1500
9 EcoDiesels® (for the purpose of this paragraph, the "Subject Vehicle") on or about March 2, 2015,
10 at Nemer Chrysler Jeep Dodge Ram of Saratoga, an authorized FCA dealer in Saratoga Springs,
11 New York. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations
12 that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls
13 visiting the Ram website, on which the Subject Vehicles were represented as environmentally
14 friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television
15 commercials about the Subject Vehicles. When Plaintiff went to Nemer Chrysler Jeep Dodge Ram
16 of Saratoga to lease the Subject Vehicle, the sales associate touted the Subject Vehicle's
17 EcoDiesel® attributes, including its fuel economy and performance. These representations, along
18 with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject
19 Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as
20 advertised only by emitting NOx at levels that are greater than advertised and above legal limits.
21 Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and
22 unauthorized emission control devices designed to cheat emission tests and to deceive consumers
23 and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less

1 for it, had he/she known that it did not comply with emission standards; that its emission treatment
2 system was designed to de-activate during real-world driving conditions; and that it could not
3 achieve the advertised towing power, performance, and/or fuel economy without cheating
4 emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of
5 Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid
6 less for it, had Defendants not concealed the unauthorized emission control devices.

7 1262. Plaintiff, Ben Savino (for the purpose of this paragraph, "Plaintiff"), a citizen of the
8 State of New York residing in the City of Jefferson Valley, leased a 2016 Dodge Ram 1500
9 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about December 23,
10 2016, at Meadowland of Carmel, an authorized FCA dealer in Carmel, New York. Plaintiff decided
11 to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel"
12 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on
13 which the Subject Vehicles were represented as environmentally friendly, having low emissions
14 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
15 Vehicles. When Plaintiff went to Meadowland of Carmel to lease the Subject Vehicle, the sales
16 associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
17 performance. These representations, along with the advertised fuel economy, were among the
18 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
19 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
20 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
21 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
22 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
23 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission

1 standards; that its emission treatment system was designed to de-activate during real-world driving
2 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
3 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
4 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
5 or would have paid less for it, had Defendants not concealed the unauthorized emission control
6 devices.

7 1263. Plaintiff, Blake Byrne (for the purpose of this paragraph, "Plaintiff"), a citizen of
8 the State of Oklahoma residing in the City of Wyandotte, bought a 2015 Dodge Ram 1500
9 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") in December 2016. Plaintiff
10 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
11 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
12 website, on which the Subject Vehicles were represented as environmentally friendly, having low
13 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
14 Subject Vehicles. When Plaintiff went to purchase the Subject Vehicle, the sales associate touted
15 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
16 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
17 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
18 could perform as advertised only by emitting NOx at levels that are greater than advertised and
19 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
20 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
21 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
22 would have paid less for it, had he/she known that it did not comply with emission standards; that
23 its emission treatment system was designed to de-activate during real-world driving conditions;

1 and that it could not achieve the advertised towing power, performance, and/or fuel economy
2 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
3 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
4 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

5 1264. Plaintiff, Brad Hoben (for the purpose of this paragraph, "Plaintiff"), a citizen of
6 the State of Florida residing in the City of Sanford, bought a 2016 Dodge Ram 1500 EcoDiesel®
7 (for the purpose of this paragraph, the "Subject Vehicle") on or about November 26, 2016, at Fields
8 Ram, an authorized FCA dealer in Sanford, Florida. Plaintiff decided to buy the Subject Vehicle
9 based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions
10 and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were
11 represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff
12 also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to
13 Fields Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's
14 EcoDiesel® attributes, including its fuel economy and performance. These representations, along
15 with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject
16 Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as
17 advertised only by emitting NOx at levels that are greater than advertised and above legal limits.
18 Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and
19 unauthorized emission control devices designed to cheat emission tests and to deceive consumers
20 and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less
21 for it, had he/she known that it did not comply with emission standards; that its emission treatment
22 system was designed to de-activate during real-world driving conditions; and that it could not
23 achieve the advertised towing power, performance, and/or fuel economy without cheating

1 emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of
2 Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid
3 less for it, had Defendants not concealed the unauthorized emission control devices.

4 1265. Plaintiff, Brent Ford (for the purpose of this paragraph, "Plaintiff"), a citizen of the
5 State of New York residing in the City of Ontario, bought a 2016 Dodge Ram 1500 EcoDiesel®
6 (for the purpose of this paragraph, the "Subject Vehicle") on or about May 28, 2016, at Peake
7 Chrysler Dodge Jeep Ram Fiat, an authorized FCA dealer in Sodus, New York. Plaintiff decided
8 to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel"
9 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on
10 which the Subject Vehicles were represented as environmentally friendly, having low emissions
11 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
12 Vehicles. When Plaintiff went to Peake Chrysler Dodge Jeep Ram Fiat] to purchase the Subject
13 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
14 economy and performance. These representations, along with the advertised fuel economy, were
15 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
16 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
17 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
18 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
19 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
20 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
21 emission standards; that its emission treatment system was designed to de-activate during real-
22 world driving conditions; and that it could not achieve the advertised towing power, performance,
23 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a

1 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
2 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
3 control devices.

4 1266. Plaintiff, Cyrus Garrison (for the purpose of this paragraph, "Plaintiff"), a citizen
5 of the State of Missouri residing in the City of Jacksonville, bought a Dodge Ram 1500
6 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about November 5,
7 2016 at Joe Machens Ford, an authorized FCA dealer in Columbia, Missouri. Plaintiff decided to
8 buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle
9 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
10 Subject Vehicles were represented as environmentally friendly, having low emissions and good
11 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
12 When Plaintiff went to Joe Machens Ford to purchase the Subject Vehicle, the sales associate
13 touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance.
14 These representations, along with the advertised fuel economy, were among the primary reasons
15 Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject
16 Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised
17 and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
18 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
19 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
20 would have paid less for it, had he/she known that it did not comply with emission standards; that
21 its emission treatment system was designed to de-activate during real-world driving conditions;
22 and that it could not achieve the advertised towing power, performance, and/or fuel economy
23 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate

1 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
2 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

3 1267. Plaintiff, Daniel Acker (for the purpose of this paragraph, "Plaintiff"), a citizen of
4 the State of New York residing in the City of Whitesboro, bought a 2014 Dodge Ram 1500
5 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about March 1, 2016.
6 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
7 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
8 website, on which the Subject Vehicles were represented as environmentally friendly, having low
9 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
10 Subject Vehicles. When Plaintiff went to purchase the Subject Vehicle, the sales associate touted
11 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
12 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
13 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
14 could perform as advertised only by emitting NOx at levels that are greater than advertised and
15 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
16 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
17 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
18 would have paid less for it, had he/she known that it did not comply with emission standards; that
19 its emission treatment system was designed to de-activate during real-world driving conditions;
20 and that it could not achieve the advertised towing power, performance, and/or fuel economy
21 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
22 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
23 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

1 1268. Plaintiff, Daniel Welzel (for the purpose of this paragraph, “Plaintiff”), a citizen of
2 the State of New Jersey residing in the City of Mantua, bought a 2015 Dodge Ram 1500
3 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about May 30, 2015.
4 Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an
5 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
6 website, on which the Subject Vehicles were represented as environmentally friendly, having low
7 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
8 Subject Vehicles. When Plaintiff went to purchase the Subject Vehicle, the sales associate touted
9 the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These
10 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
11 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
12 could perform as advertised only by emitting NOx at levels that are greater than advertised and
13 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
14 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
15 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
16 would have paid less for it, had he/she known that it did not comply with emission standards; that
17 its emission treatment system was designed to de-activate during real-world driving conditions;
18 and that it could not achieve the advertised towing power, performance, and/or fuel economy
19 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
20 result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would
21 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

22 1269. Plaintiff, Derick Owens (for the purpose of this paragraph, “Plaintiff”), a citizen of
23 the State of Wisconsin residing in the City of Green Bay, bought a 2014 Dodge Ram 1500

1 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about July 1, 2015.
2 Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an
3 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
4 website, on which the Subject Vehicles were represented as environmentally friendly, having low
5 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
6 Subject Vehicles. When Plaintiff went to purchase the Subject Vehicle, the sales associate touted
7 the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These
8 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
9 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
10 could perform as advertised only by emitting NOx at levels that are greater than advertised and
11 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
12 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
13 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
14 would have paid less for it, had he/she known that it did not comply with emission standards; that
15 its emission treatment system was designed to de-activate during real-world driving conditions;
16 and that it could not achieve the advertised towing power, performance, and/or fuel economy
17 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
18 result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would
19 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

20 1270. Plaintiff, Domenick Thomas Ruttura (for the purpose of this paragraph, “Plaintiff”),
21 a citizen of the State of New York residing in the City of West Babylon, leased a 2015 Jeep Grand
22 Cherokee EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about
23 September 7, 2015. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s

1 representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient).
2 Plaintiff recalls visiting the Jeep website, on which the Subject Vehicles were represented as
3 environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls
4 seeing television commercials about the Subject Vehicles. When Plaintiff went to lease the Subject
5 Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel
6 economy and performance. These representations, along with the advertised fuel economy, were
7 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
8 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
9 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
10 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
11 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
12 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
13 emission standards; that its emission treatment system was designed to de-activate during real-
14 world driving conditions; and that it could not achieve the advertised towing power, performance,
15 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
16 direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject
17 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
18 control devices.

19 1271. Plaintiff, Domenick Thomas Ruttura (for the purpose of this paragraph, “Plaintiff”),
20 a citizen of the State of New York residing in the City of West Babylon, leased a 2016 Jeep Grand
21 Cherokee EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about
22 November 9, 2016. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s
23 representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient).

1 Plaintiff recalls visiting the Jeep website, on which the Subject Vehicles were represented as
2 environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls
3 seeing television commercials about the Subject Vehicles. When Plaintiff went to lease the Subject
4 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
5 economy and performance. These representations, along with the advertised fuel economy, were
6 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
7 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
8 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
9 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
10 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
11 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
12 emission standards; that its emission treatment system was designed to de-activate during real-
13 world driving conditions; and that it could not achieve the advertised towing power, performance,
14 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
15 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
16 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
17 control devices.

18 1272. Plaintiff, Don Keeney (for the purpose of this paragraph, "Plaintiff"), a citizen of
19 the State of Missouri residing in the City of Festus, bought a 2014 Dodge Ram 1500 EcoDiesel®
20 (for the purpose of this paragraph, the "Subject Vehicle") on or about January 1, 2015. Plaintiff
21 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
22 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
23 website, on which the Subject Vehicles were represented as environmentally friendly, having low

1 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
2 Subject Vehicles. When Plaintiff went to purchase the Subject Vehicle, the sales associate touted
3 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
4 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
5 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
6 could perform as advertised only by emitting NOx at levels that are greater than advertised and
7 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
8 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
9 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
10 would have paid less for it, had he/she known that it did not comply with emission standards; that
11 its emission treatment system was designed to de-activate during real-world driving conditions;
12 and that it could not achieve the advertised towing power, performance, and/or fuel economy
13 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
14 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
15 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

16 1273. Plaintiff, Frances and Carl Roberts (for the purpose of this paragraph, "Plaintiff"),
17 a citizen of the State of Colorado residing in the City of Peyton, bought a 2014 Dodge Ram 1500
18 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about May 10, 2014.
19 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
20 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
21 website, on which the Subject Vehicles were represented as environmentally friendly, having low
22 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
23 Subject Vehicles. When Plaintiff went to purchase the Subject Vehicle, the sales associate touted

1 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
2 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
3 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
4 could perform as advertised only by emitting NOx at levels that are greater than advertised and
5 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
6 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
7 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
8 would have paid less for it, had he/she known that it did not comply with emission standards; that
9 its emission treatment system was designed to de-activate during real-world driving conditions;
10 and that it could not achieve the advertised towing power, performance, and/or fuel economy
11 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
12 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
13 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

14 1274. Plaintiffs, James & Judy Drudy (for the purpose of this paragraph, "Plaintiffs"), are
15 citizens of the State of Tennessee residing in the City of Crossville, bought a 2016 Dodge Ram
16 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about December
17 9, 2016, at Henry Brown Chrysler Jeep Dodge, an authorized FCA dealer in Casa Grande, Arizona.
18 Plaintiffs decided to buy the Subject Vehicle based in part on FCA's representations that it was an
19 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiffs recall visiting the Ram
20 website, on which the Subject Vehicles were represented as environmentally friendly, having low
21 emissions and good fuel economy. Plaintiffs also recall seeing television commercials about the
22 Subject Vehicles. When Plaintiffs went to Henry Brown Chrysler Jeep Dodge to purchase the
23 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including

1 its fuel economy and performance. These representations, along with the advertised fuel economy,
2 were among the primary reasons Plaintiffs chose the Subject Vehicle. At the time of purchase,
3 Plaintiffs did not know that the Subject Vehicle could perform as advertised only by emitting NOx
4 at levels that are greater than advertised and above legal limits. Nor was Plaintiffs aware that
5 his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
6 designed to cheat emission tests and to deceive consumers and regulators. Plaintiffs would not
7 have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did
8 not comply with emission standards; that its emission treatment system was designed to de-activate
9 during real-world driving conditions; and that it could not achieve the advertised towing power,
10 performance, and/or fuel economy without cheating emission tests. Plaintiffs have suffered a
11 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
12 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
13 unauthorized emission control devices.

14 1275. Plaintiff, Jeffrey Mills (for the purpose of this paragraph, "Plaintiff"), a citizen of
15 the State of New York residing in the City of Barryville, bought a 2016 Dodge Ram 1500
16 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about February 25,
17 2016. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it
18 was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting
19 the Ram website, on which the Subject Vehicles were represented as environmentally friendly,
20 having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials
21 about the Subject Vehicles. When Plaintiff went to purchase the Subject Vehicle, the sales
22 associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
23 performance. These representations, along with the advertised fuel economy, were among the

1 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
2 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
3 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
4 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
5 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
6 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
7 standards; that its emission treatment system was designed to de-activate during real-world driving
8 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
9 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
10 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
11 or would have paid less for it, had Defendants not concealed the unauthorized emission control
12 devices.

13 1276. Plaintiff, Jimmy Haney (for the purpose of this paragraph, "Plaintiff"), a citizen of
14 the State of Mississippi residing in the City of Ruleville, bought a 2016 Dodge Ram 1500
15 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about January 18,
16 2018, at Cannon Chrysler Dodge Jeep Ram, an authorized FCA dealer in Greenwood, Mississippi.
17 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
18 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
19 website, on which the Subject Vehicles were represented as environmentally friendly, having low
20 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
21 Subject Vehicles. When Plaintiff went to Cannon Chrysler Dodge Jeep Ram to purchase the
22 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
23 its fuel economy and performance. These representations, along with the advertised fuel economy,

1 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
2 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
3 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
4 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
5 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
6 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
7 comply with emission standards; that its emission treatment system was designed to de-activate
8 during real-world driving conditions; and that it could not achieve the advertised towing power,
9 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
10 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
11 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
12 unauthorized emission control devices.

13 1277. Plaintiff, John Gonzalez (for the purpose of this paragraph, "Plaintiff"), a citizen of
14 the State of Texas residing in the City of Fredericksburg, bought a 2016 Dodge Ram 1500
15 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about March 1, 2017.
16 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
17 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
18 website, on which the Subject Vehicles were represented as environmentally friendly, having low
19 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
20 Subject Vehicles. When Plaintiff went to purchase the Subject Vehicle, the sales associate touted
21 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
22 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
23 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle

1 could perform as advertised only by emitting NOx at levels that are greater than advertised and
2 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
3 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
4 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
5 would have paid less for it, had he/she known that it did not comply with emission standards; that
6 its emission treatment system was designed to de-activate during real-world driving conditions;
7 and that it could not achieve the advertised towing power, performance, and/or fuel economy
8 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
9 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
10 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

11 1278. Plaintiff, Justin Chandler (for the purpose of this paragraph, "Plaintiff"), a citizen
12 of the State of North Carolina residing in the City of Raeford, bought a 2016 Dodge Ram 1500
13 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about January 2, 2016.
14 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
15 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
16 website, on which the Subject Vehicles were represented as environmentally friendly, having low
17 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
18 Subject Vehicles. When Plaintiff went to purchase the Subject Vehicle, the sales associate touted
19 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
20 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
21 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
22 could perform as advertised only by emitting NOx at levels that are greater than advertised and
23 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with

1 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
2 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
3 would have paid less for it, had he/she known that it did not comply with emission standards; that
4 its emission treatment system was designed to de-activate during real-world driving conditions;
5 and that it could not achieve the advertised towing power, performance, and/or fuel economy
6 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
7 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
8 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

9 1279. Plaintiff, Katie Mantz (for the purpose of this paragraph, "Plaintiff"), a citizen of
10 the State of Nebraska residing in the City of Herman, bought a 2016 Dodge Ram 1500 EcoDiesel®
11 (for the purpose of this paragraph, the "Subject Vehicle") on or about April 25, 2018, at
12 Woodhouse Ford , an authorized FCA dealer in Blaire, Nebraska. Plaintiff decided to buy the
13 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
14 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
15 Subject Vehicles were represented as environmentally friendly, having low emissions and good
16 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
17 When Plaintiff went to Woodhouse Ford to purchase the Subject Vehicle, the sales associate touted
18 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
19 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
20 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
21 could perform as advertised only by emitting NOx at levels that are greater than advertised and
22 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
23 undisclosed and unauthorized emission control devices designed to cheat emission tests and to

1 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
2 would have paid less for it, had he/she known that it did not comply with emission standards; that
3 its emission treatment system was designed to de-activate during real-world driving conditions;
4 and that it could not achieve the advertised towing power, performance, and/or fuel economy
5 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
6 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
7 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

8 1280. Plaintiff, Keith Wallum (for the purpose of this paragraph, "Plaintiff"), a citizen of
9 the State of Arkansas residing in the City of Hampton bought a 2016 Dodge Ram 1500 EcoDiesel®
10 (for the purpose of this paragraph, the "Subject Vehicle") on or about December 1, 2015. Plaintiff
11 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
12 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
13 website, on which the Subject Vehicles were represented as environmentally friendly, having low
14 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
15 Subject Vehicles. When Plaintiff went to purchase the Subject Vehicle, the sales associate touted
16 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
17 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
18 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
19 could perform as advertised only by emitting NOx at levels that are greater than advertised and
20 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
21 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
22 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
23 would have paid less for it, had he/she known that it did not comply with emission standards; that

1 its emission treatment system was designed to de-activate during real-world driving conditions;
2 and that it could not achieve the advertised towing power, performance, and/or fuel economy
3 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
4 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
5 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

6 1281. Plaintiff, Kim Triplett (for the purpose of this paragraph, "Plaintiff"), a citizen of
7 the State of Missouri residing in the City of Seneca, bought a 2014 Dodge Ram 1500 EcoDiesel®
8 (for the purpose of this paragraph, the "Subject Vehicle") in September 2014. Plaintiff decided to
9 buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle
10 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
11 Subject Vehicles were represented as environmentally friendly, having low emissions and good
12 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
13 When Plaintiff went to purchase the Subject Vehicle, the sales associate touted the Subject
14 Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
15 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
16 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
17 could perform as advertised only by emitting NOx at levels that are greater than advertised and
18 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
19 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
20 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
21 would have paid less for it, had he/she known that it did not comply with emission standards; that
22 its emission treatment system was designed to de-activate during real-world driving conditions;
23 and that it could not achieve the advertised towing power, performance, and/or fuel economy

1 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
2 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
3 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

4 1282. Plaintiff, Larry Rasband (for the purpose of this paragraph, "Plaintiff"), a citizen of
5 the State of Utah residing in the City of Heber City, bought a 2015 Jeep Grand Cherokee
6 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about January 8, 2016.
7 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
8 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep
9 website, on which the Subject Vehicles were represented as environmentally friendly, having low
10 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
11 Subject Vehicles. When Plaintiff went to purchase the Subject Vehicle, the sales associate touted
12 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
13 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
14 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
15 could perform as advertised only by emitting NOx at levels that are greater than advertised and
16 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
17 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
18 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
19 would have paid less for it, had he/she known that it did not comply with emission standards; that
20 its emission treatment system was designed to de-activate during real-world driving conditions;
21 and that it could not achieve the advertised towing power, performance, and/or fuel economy
22 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
23 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would

1 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

2 1283. Plaintiff, Leslie Charles Tabor (for the purpose of this paragraph, “Plaintiff”), a
3 citizen of the State of Texas residing in the City of El Campo, bought a 2015 Dodge Ram 1500
4 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about June 3, 2015.
5 Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an
6 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
7 website, on which the Subject Vehicles were represented as environmentally friendly, having low
8 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
9 Subject Vehicles. When Plaintiff went to purchase the Subject Vehicle, the sales associate touted
10 the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These
11 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
12 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
13 could perform as advertised only by emitting NOx at levels that are greater than advertised and
14 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
15 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
16 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
17 would have paid less for it, had he/she known that it did not comply with emission standards; that
18 its emission treatment system was designed to de-activate during real-world driving conditions;
19 and that it could not achieve the advertised towing power, performance, and/or fuel economy
20 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
21 result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would
22 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

23 1284. Plaintiffs, Margie & Joshua A Toler (for the purpose of this paragraph, “Plaintiffs”),

1 are citizens of the State of West Virginia residing in the City of Spencer, bought a 2016 Jeep Grand
2 Cherokee EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about June
3 11, 2016 at Chrysler Jeep Dodge Ram, an authorized FCA dealer in Ripley, West Virginia.
4 Plaintiffs decided to buy the Subject Vehicle based in part on FCA’s representations that it was an
5 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiffs recall visiting the Ram
6 website, on which the Subject Vehicles were represented as environmentally friendly, having low
7 emissions and good fuel economy. Plaintiffs also recall seeing television commercials about the
8 Subject Vehicles. When Plaintiffs went to Chrysler Jeep Dodge Ram to purchase the Subject
9 Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel
10 economy and performance. These representations, along with the advertised fuel economy, were
11 among the primary reasons Plaintiffs chose the Subject Vehicle. At the time of purchase, Plaintiffs
12 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
13 that are greater than advertised and above legal limits. Nor was Plaintiffs aware that his/her Subject
14 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
15 cheat emission tests and to deceive consumers and regulators. Plaintiffs would not have purchased
16 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
17 emission standards; that its emission treatment system was designed to de-activate during real-
18 world driving conditions; and that it could not achieve the advertised towing power, performance,
19 and/or fuel economy without cheating emission tests. Plaintiffs have suffered a concrete injury as
20 a direct and proximate result of Defendants’ misconduct, and would not have purchased the
21 Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized
22 emission control devices.

23 1285. Plaintiff, Mildred Fitts (for the purpose of this paragraph, “Plaintiff”), a citizen of

1 the State of Alabama residing in the City of Gadsden, bought a 2015 Dodge Ram 1500 EcoDiesel®
2 (for the purpose of this paragraph, the “Subject Vehicle”) on or about April 12, 2016 at Team One
3 Chrysler Dodge Jeep Ram of Gadsden, an authorized FCA dealer in Gadsden, Alabama. Plaintiff
4 decided to buy the Subject Vehicle based in part on FCA’s representations that it was an
5 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
6 website, on which the Subject Vehicles were represented as environmentally friendly, having low
7 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
8 Subject Vehicles. When Plaintiff went to Team One Chrysler Dodge Jeep Ram of Gadsden to
9 purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel®
10 attributes, including its fuel economy and performance. These representations, along with the
11 advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At
12 the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised
13 only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was
14 Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized
15 emission control devices designed to cheat emission tests and to deceive consumers and regulators.
16 Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she
17 known that it did not comply with emission standards; that its emission treatment system was
18 designed to de-activate during real-world driving conditions; and that it could not achieve the
19 advertised towing power, performance, and/or fuel economy without cheating emission tests.
20 Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct,
21 and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants
22 not concealed the unauthorized emission control devices.

23 1286. Plaintiffs, Nathan & Tracey Andrews (for the purpose of this paragraph,

1 “Plaintiffs”), are citizens of the State of Kansas residing in the City of Ellis, bought a 2015 Dodge
2 Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about
3 January 21, 2017, at Marmie Chrysler Dodge Jeep, an authorized FCA dealer in Great Bend,
4 Kansas. Plaintiffs decided to buy the Subject Vehicle based in part on FCA’s representations that
5 it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiffs recalls visiting
6 the Ram website, on which the Subject Vehicles were represented as environmentally friendly,
7 having low emissions and good fuel economy. Plaintiffs also recalls seeing television commercials
8 about the Subject Vehicles. When Plaintiffs went to Marmie Chrysler Dodge Jeep to purchase the
9 Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including
10 its fuel economy and performance. These representations, along with the advertised fuel economy,
11 were among the primary reasons Plaintiffs chose the Subject Vehicle. At the time of purchase,
12 Plaintiffs did not know that the Subject Vehicle could perform as advertised only by emitting NOx
13 at levels that are greater than advertised and above legal limits. Nor was Plaintiffs aware that
14 his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
15 designed to cheat emission tests and to deceive consumers and regulators. Plaintiffs would not
16 have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did
17 not comply with emission standards; that its emission treatment system was designed to de-activate
18 during real-world driving conditions; and that it could not achieve the advertised towing power,
19 performance, and/or fuel economy without cheating emission tests. Plaintiffs has suffered a
20 concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have
21 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
22 unauthorized emission control devices.

23 1287. Plaintiff, Pete Pompa (for the purpose of this paragraph, “Plaintiff”), a citizen of

1 the State of New York residing in the City of Sherburne, bought a 2014 Dodge Ram 1500
2 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about October 1, 2014.
3 Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an
4 “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
5 website, on which the Subject Vehicles were represented as environmentally friendly, having low
6 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
7 Subject Vehicles. When Plaintiff went to purchase the Subject Vehicle, the sales associate touted
8 the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These
9 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
10 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
11 could perform as advertised only by emitting NOx at levels that are greater than advertised and
12 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
13 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
14 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
15 would have paid less for it, had he/she known that it did not comply with emission standards; that
16 its emission treatment system was designed to de-activate during real-world driving conditions;
17 and that it could not achieve the advertised towing power, performance, and/or fuel economy
18 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
19 result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would
20 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

21 1288. Plaintiffs, Richard or Annette Peterson (for the purpose of this paragraph,
22 “Plaintiffs”), are citizens of the State of Alabama residing in the City of Ohatchee, bought a 2014
23 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) in 2014,

1 at University Chrysler Dodge Jeep Ram Fiat of Anniston, an authorized FCA dealer in Anniston,
2 Alabama. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that
3 it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting
4 the Ram website, on which the Subject Vehicles were represented as environmentally friendly,
5 having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials
6 about the Subject Vehicles. When Plaintiff went to University Chrysler Dodge Jeep Ram Fiat of
7 Anniston to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's
8 EcoDiesel® attributes, including its fuel economy and performance. These representations, along
9 with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject
10 Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as
11 advertised only by emitting NOx at levels that are greater than advertised and above legal limits.
12 Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and
13 unauthorized emission control devices designed to cheat emission tests and to deceive consumers
14 and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less
15 for it, had he/she known that it did not comply with emission standards; that its emission treatment
16 system was designed to de-activate during real-world driving conditions; and that it could not
17 achieve the advertised towing power, performance, and/or fuel economy without cheating
18 emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of
19 Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid
20 less for it, had Defendants not concealed the unauthorized emission control devices.

21 1289. Plaintiff, Richie Harris (for the purpose of this paragraph, "Plaintiff"), a citizen of
22 the State of Arkansas residing in the City of Ward, bought a 2016 Dodge Ram 1500 EcoDiesel®
23 (for the purpose of this paragraph, the "Subject Vehicle") on or about May 1, 2016. Plaintiff

1 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
2 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
3 website, on which the Subject Vehicles were represented as environmentally friendly, having low
4 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
5 Subject Vehicles. When Plaintiff went to purchase the Subject Vehicle, the sales associate touted
6 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
7 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
8 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
9 could perform as advertised only by emitting NOx at levels that are greater than advertised and
10 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
11 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
12 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
13 would have paid less for it, had he/she known that it did not comply with emission standards; that
14 its emission treatment system was designed to de-activate during real-world driving conditions;
15 and that it could not achieve the advertised towing power, performance, and/or fuel economy
16 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
17 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
18 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

19 1290. Plaintiff, Bobby Jennings (for the purpose of this paragraph, "Plaintiff"), a citizen
20 of the State of Louisiana residing in the City of Patterson, bought a 2014 Dodge Ram 1500
21 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") in October 2014, at AJ
22 Dohmann Chrysler Inc, an authorized FCA dealer in Berwick, Louisiana. Plaintiff decided to buy
23 the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,

1 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
2 Subject Vehicles were represented as environmentally friendly, having low emissions and good
3 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
4 When Plaintiff went to AJ Dohmann Chrysler Inc to purchase the Subject Vehicle, the sales
5 associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
6 performance. These representations, along with the advertised fuel economy, were among the
7 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
8 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
9 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
10 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
11 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
12 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
13 standards; that its emission treatment system was designed to de-activate during real-world driving
14 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
15 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
16 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
17 or would have paid less for it, had Defendants not concealed the unauthorized emission control
18 devices.

19 1291. Plaintiff, Rodger Cassat (for the purpose of this paragraph, "Plaintiff"), a citizen of
20 the State of Washington residing in the City of Olympia, bought a 2015 Dodge Ram 1500
21 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about July 1, 2017.
22 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
23 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram

1 website, on which the Subject Vehicles were represented as environmentally friendly, having low
2 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
3 Subject Vehicles. When Plaintiff went to purchase the Subject Vehicle, the sales associate touted
4 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
5 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
6 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
7 could perform as advertised only by emitting NOx at levels that are greater than advertised and
8 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
9 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
10 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
11 would have paid less for it, had he/she known that it did not comply with emission standards; that
12 its emission treatment system was designed to de-activate during real-world driving conditions;
13 and that it could not achieve the advertised towing power, performance, and/or fuel economy
14 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
15 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
16 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

17 1292. Plaintiffs, Ronald Goca & Maryam Khayami (for the purpose of this paragraph,
18 "Plaintiffs"), are citizens of the State of Hawaii residing in the City of Honolulu, bought a 2015
19 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or
20 about October 18, 2015. Plaintiff decided to buy the Subject Vehicle based in part on FCA's
21 representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient).
22 Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as
23 environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls

1 seeing television commercials about the Subject Vehicles. When Plaintiff went to purchase the
2 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
3 its fuel economy and performance. These representations, along with the advertised fuel economy,
4 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
5 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx
6 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
7 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
8 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
9 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
10 comply with emission standards; that its emission treatment system was designed to de-activate
11 during real-world driving conditions; and that it could not achieve the advertised towing power,
12 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
13 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
14 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
15 unauthorized emission control devices.

16 1293. Plaintiff, Roxane Branz (for the purpose of this paragraph, "Plaintiff"), a citizen of
17 the State of North Carolina residing in the City of Richlands, bought a 2016 Jeep Grand Cherokee
18 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") in 2016, at National Dodge
19 Chrysler Jeep RAM, an authorized FCA dealer in Jacksonville, North Carolina. Plaintiff decided
20 to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel"
21 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on
22 which the Subject Vehicles were represented as environmentally friendly, having low emissions
23 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject

1 Vehicles. When Plaintiff went to National Dodge Chrysler Jeep RAM to purchase the Subject
2 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
3 economy and performance. These representations, along with the advertised fuel economy, were
4 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
5 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
6 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
7 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
8 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
9 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
10 emission standards; that its emission treatment system was designed to de-activate during real-
11 world driving conditions; and that it could not achieve the advertised towing power, performance,
12 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
13 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
14 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
15 control devices.

16 1294. Plaintiff, Roy LaNeave (for the purpose of this paragraph, "Plaintiff"), a citizen of
17 the State of Virginia residing in the City of Salem, bought a 2015 Dodge Ram 1500 EcoDiesel®
18 (for the purpose of this paragraph, the "Subject Vehicle") on or about March 14, 2015, at Berglund
19 Chrysler, an authorized FCA dealer in Roanoke, Virginia. Plaintiff decided to buy the Subject
20 Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced
21 emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject
22 Vehicles were represented as environmentally friendly, having low emissions and good fuel
23 economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When

1 Plaintiff went to Berglund Chrysler to purchase the Subject Vehicle, the sales associate touted the
2 Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
3 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
4 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
5 could perform as advertised only by emitting NOx at levels that are greater than advertised and
6 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
7 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
8 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
9 would have paid less for it, had he/she known that it did not comply with emission standards; that
10 its emission treatment system was designed to de-activate during real-world driving conditions;
11 and that it could not achieve the advertised towing power, performance, and/or fuel economy
12 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
13 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
14 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

15 1295. Plaintiff, William Alfred Brown Jr. (for the purpose of this paragraph, "Plaintiff"),
16 a citizen of the State of Florida residing in the City of Gainesville, bought a 2015 Dodge Ram 1500
17 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about April 28th, 2015,
18 at Gainesville Chrysler Dodge Jeep, an authorized FCA dealer in Gainesville, Florida. Plaintiff
19 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
20 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
21 website, on which the Subject Vehicles were represented as environmentally friendly, having low
22 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
23 Subject Vehicles. When Plaintiff went to Gainesville Chrysler Dodge Jeep to purchase the Subject

1 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
2 economy and performance. These representations, along with the advertised fuel economy, were
3 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
4 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels
5 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
6 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
7 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
8 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
9 emission standards; that its emission treatment system was designed to de-activate during real-
10 world driving conditions; and that it could not achieve the advertised towing power, performance,
11 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
12 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
13 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
14 control devices.

15 1296. Plaintiff, Weldon Irvin (for the purpose of this paragraph, "Plaintiff"), a citizen of
16 the State of Idaho residing in the City of Meridian, bought a 2016 Dodge Ram 1500 EcoDiesel®
17 (for the purpose of this paragraph, the "Subject Vehicle") on or about June 2nd, 2016. Plaintiff
18 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
19 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
20 website, on which the Subject Vehicles were represented as environmentally friendly, having low
21 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
22 Subject Vehicles. When Plaintiff went to purchase the Subject Vehicle, the sales associate touted
23 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These

1 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
2 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
3 could perform as advertised only by emitting NOx at levels that are greater than advertised and
4 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
5 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
6 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
7 would have paid less for it, had he/she known that it did not comply with emission standards; that
8 its emission treatment system was designed to de-activate during real-world driving conditions;
9 and that it could not achieve the advertised towing power, performance, and/or fuel economy
10 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
11 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
12 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

13
14 1297. Plaintiff, Travis Hoyle (for the purpose of this paragraph, "Plaintiff"), a citizen of
15 the State of Tennessee residing in the City of Clarksville, bought a 2015 Dodge Ram 1500
16 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about February 1st,
17 2018, at Sisk Auto Mall, an authorized FCA dealer in Hopkinsville, Kentucky. Plaintiff decided
18 to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel"
19 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on
20 which the Subject Vehicles were represented as environmentally friendly, having low emissions
21 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
22 Vehicles. When Plaintiff went to Sisko Auto Mall to purchase the Subject Vehicle, the sales
23 associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and

1 performance. These representations, along with the advertised fuel economy, were among the
2 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
3 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
4 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
5 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
6 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
7 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
8 standards; that its emission treatment system was designed to de-activate during real-world driving
9 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
10 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
11 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
12 or would have paid less for it, had Defendants not concealed the unauthorized emission control
13 devices.

14 1298. Plaintiff, Tom & Shawn Wells (for the purpose of this paragraph, "Plaintiff"), a
15 citizen of the State of Moses Lake residing in the City of Washington, bought a 2015 Dodge Ram
16 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about August
17 15th, 2015, at Lithia, an authorized FCA dealer in Eugene, Oregon. Plaintiff decided to buy the
18 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
19 reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
20 Subject Vehicles were represented as environmentally friendly, having low emissions and good
21 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
22 When Plaintiff went to Lithia to purchase the Subject Vehicle, the sales associate touted the Subject
23 Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These

1 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
2 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
3 could perform as advertised only by emitting NOx at levels that are greater than advertised and
4 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
5 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
6 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
7 would have paid less for it, had he/she known that it did not comply with emission standards; that
8 its emission treatment system was designed to de-activate during real-world driving conditions;
9 and that it could not achieve the advertised towing power, performance, and/or fuel economy
10 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
11 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
12 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

13 1299. Plaintiff, Todd Ruttura (for the purpose of this paragraph, "Plaintiff"), a citizen of
14 the State of New York residing in the City of Farmingdale, bought a 2016 Jeep Grand Cherokee
15 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about November 4th,
16 2018, at Larchmont Chrysler, an authorized FCA dealer in Larchmont, New York. Plaintiff
17 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
18 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep
19 website, on which the Subject Vehicles were represented as environmentally friendly, having low
20 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
21 Subject Vehicles. When Plaintiff went to Larchmont Chrysler to purchase the Subject Vehicle,
22 the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy
23 and performance. These representations, along with the advertised fuel economy, were among the

1 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
2 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
3 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
4 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
5 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
6 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
7 standards; that its emission treatment system was designed to de-activate during real-world driving
8 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
9 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
10 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
11 or would have paid less for it, had Defendants not concealed the unauthorized emission control
12 devices.

13 1300. Plaintiff, Todd Ruttura (for the purpose of this paragraph, "Plaintiff"), a citizen of
14 the State of New York residing in the City of Farmingdale, bought a 2016 Dodge Ram 1500
15 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about December 29th,
16 2015, at Larchmont Chrysler, an authorized FCA dealer in Larchmont, New York. Plaintiff
17 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
18 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
19 website, on which the Subject Vehicles were represented as environmentally friendly, having low
20 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
21 Subject Vehicles. When Plaintiff went to Larchmont Chrysler to purchase the Subject Vehicle,
22 the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy
23 and performance. These representations, along with the advertised fuel economy, were among the

1 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
2 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
3 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
4 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
5 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
6 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
7 standards; that its emission treatment system was designed to de-activate during real-world driving
8 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
9 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
10 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
11 or would have paid less for it, had Defendants not concealed the unauthorized emission control
12 devices.

13 1301. Plaintiff, Todd Ruttura (for the purpose of this paragraph, "Plaintiff"), a citizen of
14 the State of New York residing in the City of Farmingdale, bought a 2016 Jeep Grand Cherokee
15 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about November 4th,
16 2015, at Larchmont Chrysler, an authorized FCA dealer in Larchmont, New York. Plaintiff
17 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
18 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep
19 website, on which the Subject Vehicles were represented as environmentally friendly, having low
20 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
21 Subject Vehicles. When Plaintiff went to Larchmont Chrysler to purchase the Subject Vehicle,
22 the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy
23 and performance. These representations, along with the advertised fuel economy, were among the

1 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
2 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
3 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
4 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
5 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
6 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
7 standards; that its emission treatment system was designed to de-activate during real-world driving
8 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
9 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
10 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
11 or would have paid less for it, had Defendants not concealed the unauthorized emission control
12 devices.

13 1302. Plaintiff, Thomas Dluzniewski (for the purpose of this paragraph, "Plaintiff"), a
14 citizen of the State of Missouri residing in the City of Dexter, bought a 2014 Dodge Ram 1500
15 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about January 1st,
16 2017, at Harry Blackwell Dodge Chrysler Jeep Ram, an authorized FCA dealer in Dexter,
17 Missouri. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that
18 it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting
19 the Ram website, on which the Subject Vehicles were represented as environmentally friendly,
20 having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials
21 about the Subject Vehicles. When Plaintiff went to Harry Blackwell Dodge Chrysler Jeep Ram to
22 purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel®
23 attributes, including its fuel economy and performance. These representations, along with the

1 advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At
2 the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised
3 only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was
4 Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized
5 emission control devices designed to cheat emission tests and to deceive consumers and regulators.
6 Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she
7 known that it did not comply with emission standards; that its emission treatment system was
8 designed to de-activate during real-world driving conditions; and that it could not achieve the
9 advertised towing power, performance, and/or fuel economy without cheating emission tests.
10 Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct,
11 and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants
12 not concealed the unauthorized emission control devices.

13 1303. Plaintiff, Terrence O'Brien (for the purpose of this paragraph, "Plaintiff"), a citizen
14 of the State of Texas residing in the City of Abilene, bought a 2016 Dodge Ram 1500 EcoDiesel®
15 (for the purpose of this paragraph, the "Subject Vehicle") on or about November 1st, 2016, at
16 Vernon Chrysler Jeep Dodge, an authorized FCA dealer in Abilene, Texas. Plaintiff decided to
17 buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle
18 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
19 Subject Vehicles were represented as environmentally friendly, having low emissions and good
20 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
21 When Plaintiff went to Vernon Chrysler Jeep Dodge to purchase the Subject Vehicle, the sales
22 associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
23 performance. These representations, along with the advertised fuel economy, were among the

1 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
2 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
3 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
4 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
5 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
6 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
7 standards; that its emission treatment system was designed to de-activate during real-world driving
8 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
9 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
10 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
11 or would have paid less for it, had Defendants not concealed the unauthorized emission control
12 devices.

13 1304. Plaintiff, Steve Stanley (for the purpose of this paragraph, "Plaintiff"), a citizen of
14 the State of Idaho residing in the City of Oakley, bought a 2014 Jeep Grand Cherokee EcoDiesel®
15 (for the purpose of this paragraph, the "Subject Vehicle") on or about May 1st, 2014. Plaintiff
16 decided to buy the Subject Vehicle based in part on FCA's representations that it was an
17 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep
18 website, on which the Subject Vehicles were represented as environmentally friendly, having low
19 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
20 Subject Vehicles. When Plaintiff went to purchase the Subject Vehicle, the sales associate touted
21 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
22 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
23 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle

1 could perform as advertised only by emitting NOx at levels that are greater than advertised and
2 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
3 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
4 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
5 would have paid less for it, had he/she known that it did not comply with emission standards; that
6 its emission treatment system was designed to de-activate during real-world driving conditions;
7 and that it could not achieve the advertised towing power, performance, and/or fuel economy
8 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
9 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
10 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

11 1305. Plaintiff, Scott Carey (for the purpose of this paragraph, "Plaintiff"), a citizen of the
12 State of Massachusetts residing in the City of Marlborough, bought a 2016 Dodge Ram 1500
13 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about December 31st,
14 2015, at Colonial Chrysler Jeep Dodge, an authorized FCA dealer in Hudson, Massachusetts.
15 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
16 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram
17 website, on which the Subject Vehicles were represented as environmentally friendly, having low
18 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
19 Subject Vehicles. When Plaintiff went to Colonial Chrysler Jeep Dodge to purchase the Subject
20 Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel
21 economy and performance. These representations, along with the advertised fuel economy, were
22 among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff
23 did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels

1 that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject
2 Vehicle was equipped with undisclosed and unauthorized emission control devices designed to
3 cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased
4 the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with
5 emission standards; that its emission treatment system was designed to de-activate during real-
6 world driving conditions; and that it could not achieve the advertised towing power, performance,
7 and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a
8 direct and proximate result of Defendants' misconduct, and would not have purchased the Subject
9 Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission
10 control devices.

11 1306. Plaintiff, Saska Voll (for the purpose of this paragraph, "Plaintiff"), a citizen of the
12 State of Massachusetts residing in the City of Billerica, bought a 2014 Dodge Ram 1500
13 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about December 21st,
14 2015, at Herb Chambers, an authorized FCA dealer in Danvers, Massachusetts. Plaintiff decided
15 to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel"
16 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on
17 which the Subject Vehicles were represented as environmentally friendly, having low emissions
18 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
19 Vehicles. When Plaintiff went to Herb Chambers to purchase the Subject Vehicle, the sales
20 associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
21 performance. These representations, along with the advertised fuel economy, were among the
22 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
23 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater

1 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
2 equipped with undisclosed and unauthorized emission control devices designed to cheat emission
3 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
4 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
5 standards; that its emission treatment system was designed to de-activate during real-world driving
6 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
7 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
8 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
9 or would have paid less for it, had Defendants not concealed the unauthorized emission control
10 devices.

11 1307. Plaintiff, Sandra Lascano and Jaime Eugenio (for the purpose of this paragraph,
12 "Plaintiff"), a citizen of the State of New York residing in the City of College Point, bought a 2014
13 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or
14 about October 9th, 2014, at Major World CDJR50-30, an authorized FCA dealer in Long Island,
15 New York. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations
16 that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls
17 visiting the Ram website, on which the Subject Vehicles were represented as environmentally
18 friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television
19 commercials about the Subject Vehicles. When Plaintiff went to Major World CDJR 50-30 to
20 purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel®
21 attributes, including its fuel economy and performance. These representations, along with the
22 advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At
23 the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised

1 only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was
2 Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized
3 emission control devices designed to cheat emission tests and to deceive consumers and regulators.
4 Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she
5 known that it did not comply with emission standards; that its emission treatment system was
6 designed to de-activate during real-world driving conditions; and that it could not achieve the
7 advertised towing power, performance, and/or fuel economy without cheating emission tests.
8 Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct,
9 and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants
10 not concealed the unauthorized emission control devices.

11 1308. Plaintiff, Russell S & Desiree G Lewis (for the purpose of this paragraph,
12 "Plaintiff"), a citizen of the State of Kansas residing in the City of Derby, bought a 2014 Jeep
13 Grand Cherokee EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about
14 April 10th, 2017, at Davis Moore Automotive Inc, an authorized FCA dealer in Wichita, Kansas.
15 Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an
16 "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep
17 website, on which the Subject Vehicles were represented as environmentally friendly, having low
18 emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the
19 Subject Vehicles. When Plaintiff went to Davis Moore Automotive Inc Jeep to purchase the
20 Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including
21 its fuel economy and performance. These representations, along with the advertised fuel economy,
22 were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,
23 Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx

1 at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her
2 Subject Vehicle was equipped with undisclosed and unauthorized emission control devices
3 designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have
4 purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not
5 comply with emission standards; that its emission treatment system was designed to de-activate
6 during real-world driving conditions; and that it could not achieve the advertised towing power,
7 performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a
8 concrete injury as a direct and proximate result of Defendants' misconduct, and would not have
9 purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the
10 unauthorized emission control devices.

11 1309. Plaintiff, Nicholas R Montgomery (for the purpose of this paragraph, "Plaintiff"),
12 a citizen of the State of Michigan residing in the City of Jeddo, bought a 2016 Dodge Ram 1500
13 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about April 1st, 2016,
14 at Parkway CDJR, an authorized FCA dealer in Clinton Township, Michigan. Plaintiff decided to
15 buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle
16 (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the
17 Subject Vehicles were represented as environmentally friendly, having low emissions and good
18 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
19 When Plaintiff went to Parkway CDJR to purchase the Subject Vehicle, the sales associate touted
20 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
21 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
22 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
23 could perform as advertised only by emitting NOx at levels that are greater than advertised and

1 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with
2 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
3 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
4 would have paid less for it, had he/she known that it did not comply with emission standards; that
5 its emission treatment system was designed to de-activate during real-world driving conditions;
6 and that it could not achieve the advertised towing power, performance, and/or fuel economy
7 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
8 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
9 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

10 1310. Plaintiff, Mary Jones (for the purpose of this paragraph, "Plaintiff"), a citizen of the
11 State of Illinois residing in the City of Chicago, bought a 2014 Jeep Grand Cherokee EcoDiesel®
12 (for the purpose of this paragraph, the "Subject Vehicle") on or about May 17th, 2016, at Sherman
13 Dodge, an authorized FCA dealer in Clinton Township, Michigan. Plaintiff decided to buy the
14 Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,
15 reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the
16 Subject Vehicles were represented as environmentally friendly, having low emissions and good
17 fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.
18 When Plaintiff went to Sherman Dodge to purchase the Subject Vehicle, the sales associate touted
19 the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These
20 representations, along with the advertised fuel economy, were among the primary reasons Plaintiff
21 chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle
22 could perform as advertised only by emitting NOx at levels that are greater than advertised and
23 above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with

1 undisclosed and unauthorized emission control devices designed to cheat emission tests and to
2 deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or
3 would have paid less for it, had he/she known that it did not comply with emission standards; that
4 its emission treatment system was designed to de-activate during real-world driving conditions;
5 and that it could not achieve the advertised towing power, performance, and/or fuel economy
6 without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate
7 result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would
8 have paid less for it, had Defendants not concealed the unauthorized emission control devices.

9 1311. Plaintiff, Robert Davis (for the purpose of this paragraph, "Plaintiff"), a citizen of
10 the State of Oklahoma residing in the City of Lexington, bought a 2016 Dodge Ram 1500
11 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about December 1,
12 2016, at David Stanley Dodge, an authorized FCA dealer in Norman, Oklahoma. Plaintiff decided
13 to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel"
14 vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on
15 which the Subject Vehicles were represented as environmentally friendly, having low emissions
16 and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject
17 Vehicles. When Plaintiff went to David Stanley Dodge to purchase the Subject Vehicle, the sales
18 associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and
19 performance. These representations, along with the advertised fuel economy, were among the
20 primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know
21 that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater
22 than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was
23 equipped with undisclosed and unauthorized emission control devices designed to cheat emission

1 tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject
2 Vehicle, or would have paid less for it, had he/she known that it did not comply with emission
3 standards; that its emission treatment system was designed to de-activate during real-world driving
4 conditions; and that it could not achieve the advertised towing power, performance, and/or fuel
5 economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and
6 proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,
7 or would have paid less for it, had Defendants not concealed the unauthorized emission control
8 devices.

9 1312. Plaintiff, Jeffery P. Spence (for the purpose of this paragraph, "Plaintiff"), a citizen
10 of the State of New York residing in the City of Yaphank, leased a 2016 Dodge Ram 1500
11 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle" from Riverhead Dodge, an
12 authorized FCA dealer in Riverhead, New York. Plaintiff decided to buy the Subject Vehicle based
13 in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and
14 fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were
15 represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff
16 also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to
17 Riverhead Dodge to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's
18 EcoDiesel® attributes, including its fuel economy and performance. These representations, along
19 with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject
20 Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as
21 advertised only by emitting NOx at levels that are greater than advertised and above legal limits.
22 Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and
23 unauthorized emission control devices designed to cheat emission tests and to deceive consumers

1 and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less
2 for it, had he/she known that it did not comply with emission standards; that its emission treatment
3 system was designed to de-activate during real-world driving conditions; and that it could not
4 achieve the advertised towing power, performance, and/or fuel economy without cheating
5 emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of
6 Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid
7 less for it, had Defendants not concealed the unauthorized emission control devices.

8 **JURISDICTION AND VENUE**

9 1313. This Court has jurisdiction over the lawsuit because Plaintiffs and FCA are
10 citizens of different states and because the matter in controversy exceeds \$75,000.00 pursuant to
11 28 U.S.C. §1332(a). Declaratory relief is available pursuant to 28 U.S.C. § § 2201 and 2202. The
12 Court had supplemental jurisdiction under U.S.C. § 1367 over Plaintiffs' state law claims because
13 said claims are so related to the claims within the Court's jurisdiction that they form part of the
14 same case or controversy under Article 3 of the United States Constitution. In addition, subject-
15 matter jurisdiction over this action under 28 U.S.C. § 1331 (federal question) and 18 U.S.C. § 1964
16 (RICO). The Court also has original subject-matter jurisdiction over this action under 28 U.S.C. §
17 1332(d), because there are numerous Plaintiffs the amount in controversy exceeds \$5,000,000, and
18 there is the required diversity of citizenship pursuant to 28 U.S.C. § 1332(d)(2).

19 1314. Venue is proper in this district under 28 U.S.C. § 1391(a)(3) because FCA is
20 subject to personal jurisdiction in this district and there is no other district where the suit may be
21 brought. In addition, venue is proper in this district under 28 U.S.C. § 1391(b) because a substantial
22 part of the events or omissions giving rise to Plaintiffs' claims occurred in this District. Defendants
23 have marketed, advertised, sold, and leased the Subject Vehicles, and otherwise conducted

1 extensive business, within this District. In addition, or in the alternative, venue is proper under 28
2 U.S.C. § 1407(a), which authorizes the Judicial Panel on Multidistrict Litigation to transfer
3 consolidated multidistrict litigation “to any district.”
4

5 **INTRADISTRICT ASSIGNMENT**

6 1315. This action is properly assigned to the Eastern District of Michigan Southern
7 Division pursuant to Civ. L.R. 3-2 because a substantial part of the events or omissions giving rise
8 to Plaintiffs’ claims arose in the counties served by the Eastern District of Michigan. Several
9 named Plaintiffs purchased and maintain their EcoDiesel Vehicles in the counties served by this
10 Division. Moreover, FCA conducts substantial business in the counties served by this Division,
11 has marketed, advertised, sold and leased the EcoDiesel Vehicles in those counties, and has caused
12 harm to Plaintiffs residing in those counties. Furthermore, there is a similarly filed Complaint
13 which was filed with the United States District Court Northern District of California San Francisco
14 Division identified as Case No. 3:17-md-02777 and currently before presiding Judge Edward M.
15 Chen.
16
17

18 **FACTUAL ALLEGATIONS COMMON TO ALL CLAIMS**

19 **I. FIAT CHRYSLER SEEKS TO CAPITALIZE ON THE GROWING U.S.** 20 **“CLEAN” DIESEL MARKET** 21 22

23 1316. As part of a strategy to expand its North American presence, in 2009, Fiat began its
24 acquisition of one of the “Big 3” U.S. automakers, Chrysler. In November of that year, CEO
25 Marchionne unveiled an ambitious five-year plan to, among other things, roll out “more diesel
26 variants” under the Jeep brand and to give Ram’s “Light duty (1500)” pickup truck a

1 “refresh/facelift.”⁶

2 1317. By 2014, Fiat had become Fiat Chrysler Automobiles, Chrysler had become FCA,
3 and VM Motori, a long-time supplier, was now part of the Fiat Chrysler sprawling family of
4 affiliated companies. In May of that year, Marchionne announced another five-year plan at FCA’s
5 headquarters in Auburn Hills, Michigan, to increase Fiat Chrysler’s competitiveness against global
6 auto giants, such as Toyota, Volkswagen, and General Motors, by increasing annual sales to seven
7 million vehicles by 2018, up from 4.4 million in 2013.⁷ Integral to the strategy was the expansion
8 of the “Jeep portfolio” and updates to the “bread-and-butter Ram 1500,” including “diesel
9 engines.”⁸

10 1318. During this same time frame, emission standards in the United States were
11 ratcheting up. In contrast to other global automakers, like Toyota and Ford, which were focusing
12 on developing hybrid and electric cars, Chrysler—now FCA and under the control of Fiat—took
13 another path: “[r]eflecting its ties with Europe-based Fiat, Chrysler appears to be taking yet another
14 route that focuses less on electrification and more heavily on light-duty diesels and compressed
15 natural gas.”⁹

16 1319. Indeed, as early as July 2010, Chrysler commissioned and presented research to
17 “[i]dentify the trade-offs that consumers make relative to powertrain technologies”—including
18 diesel—and “[i]dentify possible conquest opportunities associated with offering a RAM light- duty

⁶ Todd Lassa, *Fiatopolooza! Chrysler’s Five-Year Plan*, MotorTrend (Nov. 6, 2009), <http://www.motortrend.com/news/Chrysler-five-year-plan/>.

⁷ Jerry Hirsch and David Undercoffler, *Fiat Chrysler Unveils Aggressive Five-Year Plan*, Los Angeles Times (May 6, 2014), <http://www.latimes.com/business/la-fi-chrysler-revamp-20140507-story.html>.

⁸ Christian Seabaugh, *Ram and Ferrari’s Place in Fiat Chrysler’s Five-Year Plan*, MotorTrend (May 6, 2014), <http://www.motortrend.com/news/ram-and-ferraris-place-in-fiat-chryslers-five-year-plan/>.

⁹ Drew Winter, *Chrysler Eyes Different Path to Meeting New CAFE Standards*, WardsAuto (Aug. 29, 2012), <http://wardsauto.com/technology/chrysler-eyes-different-path-meeting-new-cafe-standards>.

1 Diesel engine.” FCA-MDL-001184465-524. Among other things, the study “recommend[ed] ...
 2 [c]apitalizing on improved fuel economy to increase interest in a Light Duty Diesel engine among
 3 L[ight] D[uty] owners.” Id.

4 1320. In December 2010, Chrysler requested a meeting with Bosch and Fiat to discuss
 5 “Chrysler’s main motivation” of “captur[ing] the developing N[orth] A[merican] diesel market.”
 6 RBL-MDL2777-PE-300169862-64. Bosch’s notes of the meeting indicate that the projected
 7 profitability status” for SUVs (and other vehicle segments) was “medium to high (+\$300 to
 8 14+\$800 margin per diesel vehicle).” Id. An additional meeting was planned for December 8, 2010
 9 with “Chrysler, VM, [and] Bosch” to “discuss further,” and a “Chrysler NA diesel decision
 10 meeting with Marchionne” was “scheduled for” December 11, 2010. Id.

11 1321. In 2012, Marchionne was quoted as saying, “with 2016 ‘just around the corner’ and
 12 2025 not far away given the auto industry’s long product-development lead times, ‘there are big
 13 choices to be made[.]’”¹⁰ Marchionne explained that “Chrysler, which is starting to share
 14 platforms and powertrains with Fiat, wants to leverage the European auto maker’s strengths in
 15 diesels and CNG-powered vehicles.”¹¹ As one commentator put it at the time, “[f]uel-efficient
 16 towing remains a strong point of diesels, and Marchionne says he still is optimistic about the
 17 potential of light-duty diesels in the U.S. despite significant emissions challenges.”¹²

18
 19 1322. This is further reflected in a March 2013 Chrysler research document entitled
 20 “Alternative Powertrain” in which the company sought to better understand the “needs, wants,
 21 expectations and functional requirements relative to . . . alternative powertrain technologies such

¹⁰ Id.

¹¹ Id. (*emphasis added*).

¹² Id.

1 as hybrids, electric, diesel, and compressed natural gas.” FCA-MDL-001239766-774. The
2 research concluded that “consumers want their next vehicle to do everything their current vehicle
3 does, with better fuel economy and no sacrifice in usability,” and further noted that “[l]arge
4 segments (Pickups) with a need to tow and haul show most interest in Alternative fuels/technology
5 for internal combustion engines.” Id. at 9.

6 1323. FCA ultimately decided to push into this market beyond its existing heavy-duty
7 diesel trucks (which use engines from a different supplier, Cummins) and, in 2014, it introduced
8 both the light-duty Ram 1500 “EcoDiesel®” and the Jeep Grand Cherokee “EcoDiesel®.” These
9 are the Subject Vehicles at issue here.

10 1324. Fiat Chrysler was not alone. Seeing an opportunity for growth in the U.S. market,
11 other major automakers rushed to develop and market “clean diesel” engines. Volkswagen,
12 Mercedes-Benz, Ford, General Motors, and other manufacturers also began selling diesel cars and
13 trucks as a more efficient (and thus environmentally-friendly) alternative to gasoline vehicles with
14 no loss of power or performance: the advertised difference was that new emission control
15 technology could make small diesel engines (long regarded by American consumers as fuel
16 efficient but foul-smelling polluters) powerful and clean in addition to fuel-efficient. The
17 marketing worked, and millions of diesel vehicles were sold and leased in the United States
18 between 2007 and 2016.

19 1325. The green bubble for diesel vehicles first popped on September 18, 2015, when the
20 EPA issued a Notice of Violation of the CAA to Volkswagen and Audi for installing illegal “defeat
21 devices” in 2009–2015 2.0-liter diesel vehicles. A defeat device, as defined by the EPA, is any
22 apparatus or technology that unduly reduces the effectiveness of emission control systems under

1 normal driving conditions. The EPA found that the Volkswagen/Audi defeat device allowed the
 2 vehicles to pass emission testing while polluting far in excess of emission standards, revealing the
 3 new “clean diesel” technology to be illusory. CARB also announced that it had initiated an
 4 enforcement investigation of Volkswagen pertaining to the vehicles at issue in the Notice of
 5 Violation. On September 22, 2015, Volkswagen admitted that 11 million diesel cars worldwide
 6 were installed with the same defeat device software.¹³ Volkswagen wasn’t alone as, soon after,
 7 government agencies began to reveal that other automakers sold dozens of models exceeding
 8 allowable emission levels under applicable standards. Nevertheless, the Defendants in this action
 9 continued with business as usual, concealing from regulators and consumers their Subject
 10 Vehicles’ emissions-related behavior and performance.

11 12 13 **II. DEFENDANTS’ DIRTY “ECODIESEL®” SCHEME**

14 1326. Federal and state emission standards are in place to protect Americans from
 15 pollution and certain chemicals known to cause disease in humans. Automobile manufacturers
 16 must abide by applicable laws and adhere to EPA rules and regulations (and those of CARB in
 17 California and 14 other states that have adopted California’s standards). The CAA requires vehicle
 18 manufacturers to certify to the EPA that the vehicles sold in the United States meet applicable
 19 federal emission standards to control air pollution. Every vehicle sold in the United States must be
 20 covered by an EPA-issued COC, and every vehicle sold in the State of California must be covered
 21 by a CARB-issued EO.

¹³ See Nathan Bomey, *Volkswagen Emission Scandal Widens: 11 Million Cars Affected*, USA Today (Sept. 22, 2015), <http://www.usatoday.com/story/money/cars/2015/09/22/volkswagen-emissions-scandal/72605874/>, at a higher compression ratio than gasoline engines and because diesel fuel contains more energy than gasoline.

1 1327. There is a very good reason that these laws and regulations exist and apply to
2 vehicles with diesel engines: in 2012, the World Health Organization declared diesel vehicle
3 emissions to be carcinogenic and about as dangerous as asbestos.

4 1328. Diesel engines pose a unique challenge because they have an inherent trade-off
5 between power, fuel efficiency, and emissions: the greater the power and fuel efficiency, the dirtier
6 and more harmful the emissions. Instead of using a spark plug to combust highly refined fuel with
7 short hydrocarbon chains, as gasoline engines do, diesel engines compress a mist of liquid fuel and
8 air to very high temperatures and pressures, which causes the fuel/air mixture to combust. This
9 causes a more powerful compression of the pistons, which can produce greater engine torque (that
10 is, more power). Diesel engines are able to do this both because they operate at a higher
11 compression ratio than gasoline engines and because fuel contains more energy than gasoline.

12 1329. But this greater energy and fuel efficiency comes at a cost: diesel produces dirtier
13 and more dangerous emissions. Diesel combustion produces NO_x, a variety of nitrogen and
14 oxygen chemical compounds that only form at high temperatures. NO_x pollution contributes to
15 nitrogen dioxide, particulate matter in the air, and reacts with sunlight in the atmosphere to form
16 ozone. Exposure to these pollutants has been linked with serious health dangers, including asthma
17 attacks and other respiratory illnesses serious enough to send people to the hospital. Ozone and
18 particulate matter exposure have been associated with premature death due to respiratory-related
19 or cardiovascular-related effects. Children, the elderly, and people with respiratory illnesses are at acute
20 risk of health effects from these pollutants.

21 1330. Given the risks, minimizing NO_x is paramount. But removing these pollutants
22 from untreated exhaust is difficult, and diesel automakers have reacted by trying to remove NO_x

1 from the exhaust using catalysts. Modern turbodiesel engines use ceramic diesel filters to trap
2 particulates before they are emitted. Many also use a technology called “selective catalytic
3 reduction” (“SCR”) to reduce NOx emissions. SCR systems inject a measured amount of urea
4 solution into the exhaust stream, which breaks oxides of nitrogen down into to less noxious
5 substances before they are emitted. SCR-equipped vehicles must carry an onboard tank of fluid for
6 this purpose, and injection of the fluid is controlled by the same engine control module that
7 manages the fuel-air mixture and other aspects of engine operation.

8 1331. FCA’s response to this challenge was the EcoDiesel® engine. Emission reductions
9 start in the cylinder with advanced fuel injection strategies. After the byproducts of combustion
10 leave the engine, the EcoDiesel® technology treats these emissions using a diesel oxidation
11 catalyst, diesel particulate filter, and SCR.

12 1332. The Subject Vehicles use engine management computers to monitor sensors
13 throughout the vehicle and operate nearly all of the vehicle’s systems according to sophisticated
14 programming that can sense and vary factors like steering, combustion, and emissions performance
15 for different driving situations. To manage engine and emission controls, the Subject Vehicles use
16 a Bosch EDC system. Bosch GmbH and Bosch LLC designed, tested, customized, manufactured,
17 and sold these EDC systems, including software code, to Fiat Chrysler (along with other
18 automakers including Volkswagen, Mercedes, and General Motors) for use in the Subject
19 Vehicles.

20 1333. The system used in the Subject Vehicles is Bosch’s EDC Unit 17 (also called
21 “EDC17”). A February 28, 2006, Bosch press release introduced the “New Bosch EDC17 engine
22 management system” as the “brain of diesel injection” which “controls every parameter that is

important for effective, low-emission combustion.” The EDC17 offered “[e]ffective control of combustion” and a “[c]oncept tailored for all vehicle classes and markets.” In the press release, Bosch touted the EDC17 as follows:

EDC17: Ready for future demands

Because the computing power and functional scope of the new EDC17 can be adapted to match particular requirements, it can be used very flexibly in any vehicle segment on all the world’s markets. In addition to controlling the precise timing and quantity of injection, exhaust gas recirculation, and manifold pressure regulation, it also offers a large number of options such as the control of particulate filters or systems for reducing nitrogen oxides. The Bosch EDC17 determines the injection parameters for each cylinder, making specific adaptations if necessary. This improves the precision of injection throughout the vehicle’s entire service life. The system therefore makes an important contribution to observing future exhaust gas emission limits.¹⁴

1334. Bosch’s EDC Unit 17 controls emissions by periodically reading sensor values, evaluating a control function, and controlling actuators based on the control signal.¹⁵ Sensor readings include crankshaft position, air pressure, air temperature, air mass, fuel temperature, oil temperature, coolant temperature, vehicle speed, exhaust oxygen content, as well as driver inputs such as accelerator pedal position, brake pedal position, cruise control setting, and selected gear. Based on sensor input, EDC17 controls and influences the fuel combustion process including, in particular, fuel injection timing, which affects engine power, fuel consumption, and the composition of the exhaust gas.¹⁶

1335. In 2010 or 2011, VM Motori announced a new diesel engine: a V6, 3.0-liter displacement engine intended for inclusion in SUVs, trucks, and large sedans. This engine had been under development for use in a General Motors automobile for the European market.¹⁷

¹⁴ See Bosch press release, *The brain of diesel injection: New Bosch EDC17 engine management system* (Feb. 28, 2006), <http://www.bosch-resse.de/presseforum/details.htm?txtID=2603&locale=en>.

¹⁵ Moritz Contag, Guo Li, Andre Pawlowski, Felix Domke, Kirill Levchenko, Thorsten Holz, and Stefan Savage, *How They Did It: An Analysis of Emission Defeat Devices in Modern Automobiles* (2017), <https://cseweb.ucsd.edu/~klevchen/diesel-sp17.pdf>.

¹⁶ *Id.*

¹⁷ Chad Westfall, *An Inside Look At The Ram 1500 3.0L EcoDiesel*, Engine Labs (Jan. 11, 2015), <http://www.engine>

1 However, Fiat acquired 50% of VM Italy in 2011, and began working with VM Motori to develop
2 the engine for use in FCA vehicles to be sold in the United States.

3 1336. As Ram Trucks' Chief Engineer said at the time, "We were fortunate at this point
4 in time that our partners at Fiat owned half of VM Motori, who makes this diesel engine We
5 combined resources and developed them together."¹⁸

6 1337. According to its website, VM Motori is deeply involved in the development and
7 testing of all aspects of the engine: "We take care of the engines and their applications, working
8 together with the Customers to the least detail to ensure a perfect matching between the engine and
9 the machine, supporting our partners from A to Z, from engine- to-machine coupling up to the
10 production."¹⁹

11 1338. In fact, VM Motori boasts of its involvement in: "Calibration development to meet
12 specific vehicle/end user requirements, Exhaust after-treatment system development, [and]
13 Environmental trips (hot/cold climate, high altitude, etc.)."²⁰ VM Motori also notes that its
14 facilities include: "Rolling dyno for vehicle emission measurement [and] 17 engine test benches
15 for emission/performance development."²¹

16 1339. The engine originally was developed for use in Europe, where standards for
17 emission of oxides of nitrogen from diesel vehicles are less stringent than in the United States.
18 Rather than make the engine compliant with U.S. emissions standards, FCA opted to cheat on the
19 emission test.

[labs.com/engine-tech/an-inside-look-at-the-ram-1500-3-0l-ecodiesel/](http://www.fca.com/en/technology/engine-tech/an-inside-look-at-the-ram-1500-3-0l-ecodiesel/).

¹⁸ *Id.*

¹⁹ *Research and Development*, VM Motori, <http://www.vmmotori.com/r-s/vm-motori/r-s-2.htm>.

²⁰ *Id.*

²¹ *Id.*

1 1340. In January of 2013, Bosch LLC announced that its “clean diesel” technology,
2 including the EDC Unit 17, would be featured in the new 2014 Jeep Grand Cherokee 3.0-Liter
3 EcoDiesel®.²² As part of that announcement, Bosch LLC stated: “The 2014 Jeep Grand Cherokee
4 features a Bosch emission system compliant with the most stringent emission regulations in the
5 world. From fuel tank to tailpipe, Bosch is pleased to equip this vehicle with top technologies to
6 give consumers a great driving experience requiring fewer stops at the pump.”²³ Bosch LLC also
7 announced that the “clean diesel” system for the Jeep Grand Cherokee would be assembled at
8 Bosch’s facility in Kentwood, Michigan.

9 1341. In reality, Fiat Chrysler—working with VM Italy and VM America on the design
10 of the EcoDiesel®’s engines and Bosch GmbH and Bosch LLC on the design of the EDC Unit
11 17—was either unable or unwilling to devise a solution within the constraints of the law. And so,
12 like their rivals at Volkswagen, they devised one outside of it. Instead of cutting their losses on
13 “EcoDiesel,” delaying the production of the Subject Vehicles, or coming clean, Fiat Chrysler
14 worked closely with VM Italy and VM America and Bosch GmbH and Bosch LLC to customize
15 the EDC Unit 17 to allow Subject Vehicles to simulate “passing” the EPA and CARB testing.
16 Unlike during testing, the software disables or restricts certain of the emission controls during real-
17 world driving conditions. When the emission controls are de-activated on the road, the Subject
18 Vehicles emit up to 20 times the legal limits of NOx.

19 1342. These software controls designed and implemented by Bosch GmbH and Bosch
20 LLC were concealed from regulators on COC and EO applications for the Subject Vehicles, thus
21 deceiving the EPA and CARB into approving the Subject Vehicles for sale throughout the United

²² *Bosch Announces Clean Diesel Technology On 2014 Jeep Grand Cherokee, supra note 5.*

²³ *Id.*

1 States, including California. Of course, consumers, who have no way of discerning that the
 2 emission control technology de-activated during real-world driving conditions, were likewise
 3 deceived.

4 1343. Specifically, Bosch GmbH and Bosch LLC worked hand-in-glove with Fiat
 5 Chrysler and VM Motori to develop and implement a specific set of software algorithms for
 6 implementation in the Subject Vehicles, which enabled FCA to adjust fuel levels, exhaust gas
 7 recirculation, air pressure levels, and even urea injection rates.²⁴

8 1344. A study recently published by researchers at the University of California, San
 9 Diego, and Ruhr-Universität Bochum in Germany revealed technical documents showing that
 10 Bosch code was used in a so-called defeat device for a Fiat vehicle. The study described the
 11 software as setting one mode for when a vehicle is being tested for emissions, but then allowing
 12 tailpipe pollution to spike in real-world driving conditions.²⁵ The study described Bosch's role in
 13 building the electronic control unit ("ECU") hardware and developing the software running on the
 14 ECU and found there was "no evidence that automobile manufacturers write any of the code
 15 running on the ECU."²⁶ To the contrary: "All code we analyzed in this work was documented in
 16 documents copyrighted by Bosch and identified automakers as the intended customers."²⁷ The
 17 study concluded: "We find strong evidence that both defeat devices were created by Bosch and
 18 then enabled by Volkswagen and Fiat for their respective vehicles."

²⁴ See generally *Engine management*, Bosch Auto Parts, http://de.bosch-automotive.com/en/parts_and_accessories/motor_and_sytems/diesel/engine_management_2/engine_control_unit_1/ (describing capabilities of Bosch EDC units).

²⁵ See Ryan Been, *Study of VW's Cheating on Diesels Examines Role of Bosch Code*, Bloomberg Technology (June 9, 2017), <https://www.bloomberg.com/news/articles/2017-06-09/study-of-vw-s-cheating-on-diesels-examines-role-of-bosch-code>.

²⁶ Moritz Contag, *et al.*, *How They Did It: An Analysis of Emission Defeat Devices in Modern Automobiles*, *supra* note 15.

²⁷ *Id.*

1 1345. For context, when carmakers test their vehicles against EPA emission standards,
2 they place their cars on dynamometers (essentially large treadmills or “rollers”) and then perform
3 a series of specific maneuvers prescribed by federal regulations to simulate driving and test
4 emissions in a controlled environment. Bosch’s EDC Unit 17 gave Fiat Chrysler the ability to
5 detect test scenarios by monitoring vehicle speed, acceleration, engine operation, air pressure, and
6 even the position of the steering wheel. For example, given that the steering wheel cannot be turned
7 on a dynamometer, Bosch programmed a sensor which detected whether or not the steering wheel
8 turned. When the EDC Unit 17’s detection algorithm detected an emission test was complete, the
9 EDC Unit 17 could de-activate or reduce the emission control systems’ performance, causing the
10 Subject Vehicle to spew illegal amounts of NOx emissions when out on the road.

11 1346. This workaround was illegal. The CAA expressly prohibits defeat devices, defined
12 as any auxiliary emission control device “that reduces the effectiveness of the emission control
13 system under conditions which may reasonably be expected to be encountered in normal vehicle
14 operation and use.” 40 C.F.R. § 86.1803-01; *see also id.* § 86.1809-10 (“No new light-duty vehicle,
15 light-duty truck, medium-duty passenger vehicle, or complete heavy-duty vehicle shall be
16 equipped with a defeat device.”). Moreover, the CAA prohibits the sale of components used as
17 defeat devices, “where the person knows or should know that such part or component is being
18 offered for sale or installed for such use or put to such use.” 42 U.S.C. § 7522(a)(3). Finally, in
19 order to obtain a COC, automakers must submit an application, which lists all auxiliary emission
20 control devices installed in the vehicle, a justification for each, and an explanation of why the
21 control device is not a defeat device.

22 1347. As the EPA has now alleged against Fiat, FCA, VM Italy, and VM America,
23 Defendants did not disclose, and affirmatively concealed, the presence of performance-altering

1 software code developed with Bosch GmbH and Bosch LLC from government regulators. In other
2 words, FCA lied to the government, its customers, its dealers, and the public at large.

3 1348. Because FCA lied on the COC and EO applications, these COCs and EOs were
4 fraudulently obtained. And because the Subject Vehicles did not conform “in all material respects”
5 to the specifications provided in the COC and EO applications, the Subject Vehicles were never
6 covered by a valid COC or EO, and thus were *never* legal for sale—nor were they EPA and/or
7 CARB compliant, as represented. With the complicity of Bosch and VM Motori, Fiat Chrysler hid
8 these facts from the EPA, CARB, and other regulators, from FCA dealers and consumers, and FCA
9 continued to sell and lease the Subject Vehicles to the driving public, despite their illegality.

10 1349. Fiat Chrysler’s illegal workaround was enabled by a close partnership with Bosch,
11 which enjoyed a sizable portion of its annual revenue from manufacturing parts used in the Subject
12 Vehicles and other “clean” diesel vehicles.²⁸ Bosch GmbH and Bosch LLC were aware that Fiat
13 Chrysler used its emission control technology as a concealed auxiliary (or defeat) device and is
14 specifically tailored to allow the Subject Vehicles to evade detection.

15 1350. Bosch GmbH and Bosch LLC worked closely with Fiat Chrysler and VM Motori
16 to create specifications and software code for each Subject Vehicle model. Indeed, customizing a
17 road-ready ECU is an intensive three-to five-year endeavor involving a full-time Bosch presence
18 at an automaker’s facility. VM Italy and VM America likewise worked closely with Bosch GmbH,
19 Bosch LLC, and Fiat Chrysler in designing, installing, and calibrating the engines for the Subject
20 Vehicles.

²⁸ Approximately 50,000 of Bosch’s 375,000 employees worked in the diesel technology operations branch of Bosch. *See Bosch probes whether its staff helped VW’s emissions rigging*, Automotive News (Jan.27, 2016), <http://www.autonews.com/article/20160127/COPY01/301279955/bosch-probes-whether-its-staff-helped-vws-emissions-rigging>.

1351. All Bosch EDCs, including the EDC17, run on complex, highly proprietary engine management software over which Bosch exerts near-total control. In fact, the software is typically locked to prevent customers, like Fiat Chrysler, from making significant changes on their own. Accordingly, both the design and implementation are interactive processes, requiring Bosch's close collaboration with the automaker from beginning to end.

1352. Bosch GmbH and Bosch LLC's security measures further confirm that its customers cannot make significant changes to Bosch software without their involvement. Bosch boasts that its security modules protect vehicle systems against unauthorized access in every operating phase, meaning that no alteration could have been made without either a breach of that security—and no such claims have been advanced—or Bosch's knowing participation.²⁹

1353. Unsurprisingly, then, at least one car company engineer has confirmed that Bosch maintains absolute control over its software as part of its regular business practices:³⁰

I've had many arguments with Bosch, and they certainly own the dataset software and let their customers tune the curves. Before each dataset is released it goes back to Bosch for its own validation.

Bosch is involved in all the development we ever do. They insist on being present at all our physical tests and they log all their own data, so someone somewhere at Bosch will have known what was going on.

All software routines have to go through the software verification of Bosch, and they have hundreds of milestones of verification, that's the structure

The car company is never entitled by Bosch to do something on their own.

1354. Defendants' work on the EDC17 reflected a highly unusual degree of coordination among them. As they did with Volkswagen, the units required the work of numerous Bosch coders

²⁹ *Reliable Protection for ECUs*, ESCRYPT (May 12, 2016), <https://www.escrypt.com/en/news-events/protection-for-ecus>.

³⁰ Michael Taylor, *EPA Investigating Bosch over VW Diesel Cheater Software*, Car and Driver (Nov. 23, 2015), <http://blog.caranddriver.com/epa-investigating-bosch-over-vw-diesel-cheater-software/>.

1 for a period of more than ten years.³¹ Although Bosch publicly introduced the EDC17 in 2006, it
 2 had started to develop the engine management system years before.³²

3 1355. Bosch was concerned about getting caught in the scheme to enable diesel emissions
 4 cheating. As reported in the German newspaper, *Bild am Sonntag*, and a French publication, a
 5 Volkswagen internal inquiry found that in 2007, Bosch warned Volkswagen by letter that using
 6 the emission-altering software in production vehicles would constitute an “offense.”³³ Yet, Bosch
 7 concealed the software, and its emission control functions, in various “clean” diesel vehicles,
 8 including the Subject Vehicles, from U.S. regulators and consumers.

9 1356. Bosch LLC worked closely with Bosch GmbH and diesel automakers, both in the
 10 United States and in Germany, to ensure that the “clean” diesels, like the Subject Vehicles, passed
 11 emission testing. Bosch LLC employees frequently communicated with regulators in the United
 12 States and actively worked to ensure that diesel vehicles were approved for sale in the United
 13 States. For example, we now know that employees of Bosch LLC and Bosch GmbH provided
 14 specific information to regulators in the United States about how Volkswagen’s vehicles
 15 functioned and unambiguously stated that the vehicles met emission standards. Bosch LLC
 16 regularly communicated to its colleagues and clients in Germany about ways to deflect and diffuse
 17 questions from regulators in the United States about those vehicles. On information and belief,
 18 Bosch LLC also assisted in concealing the true nature of the emission control technology from
 19 regulators in the United States with respect to the Subject Vehicles at issue here.

20 1357. Bosch not only kept this “dirty” secret safe, it went a step further and actively

³¹ Again, approximately 50,000 of Bosch’s 375,000 employees worked in the diesel technology operations branch of Bosch. See *Bosch Probes Whether Its Staff Helped VW’s Emissions Rigging*, *supra* note 28.

³² See *The brain of diesel injection: New Bosch EDC17 engine management system*, *supra* note 14.

³³ *Bosch warned VW about illegal software use in diesel cars, report says*, Automotive News (Sept. 27, 2015), <http://www.autonews.com/article/20150927/COPY01/309279989/bosch-warned-vw-about-illegal-software-use-in-diesel-cars-report-says>; see also *VW Scandal: Company Warned over Test Cheating Years Ago*, BBC (Sept 27, 2015), <http://www.bbc.com/news/business-34373637>.

1 lobbied lawmakers to push “clean diesel” in the United States. As early as 2004, Bosch announced
 2 a push to convince U.S. automakers that its diesel technology could meet tougher 2007 emission
 3 standards in the United States.³⁴ Bosch engaged in a multi-year, multi-million-dollar effort
 4 involving key players from Bosch in both Germany and the United States. In its efforts to promote
 5 “clean diesel” technology in the United States, Bosch GmbH acted on behalf of its global group of
 6 affiliated companies, including Bosch LLC.

7 1358. Bosch’s promotion of diesel technology specifically targeted the United States. For
 8 example, Bosch put on “California Diesel Days”³⁵ and “SAE World Congress in Detroit.”³⁶ In
 9 2008, Bosch LLC co-sponsored the “Future Motion Made in Germany-Second Symposium on
 10 Modern Drive Technologies” at the German Embassy in Washington, D.C., with the aim of
 11 providing a venue for “stakeholders to gain insight into the latest technology trends, and to engage
 12 in a vital dialogue with industry leaders and policymakers.”³⁷

13 1359. Bosch LLC hosted multi-day conferences open to regulators and legislators and
 14 held private meetings with regulators, in which it proclaimed extensive knowledge of the “clean”
 15 diesel technology, including the calibrations necessary for the vehicles to comply with emission
 16 regulations.

17 1360. In April 2009, for example, Bosch organized and hosted a two-day “California
 18 Diesel Days” event in Sacramento, California. Bosch invited a roster of lawmakers, journalists,
 19 executives, regulators and non-governmental organizations with the aim of changing perceptions

³⁴ Edmund Chew, *Bosch boosts US diesel lobbying*, Automotive News (Mar. 8, 2004), <http://www.autonews.com/article/20040308/SUB/403080876/bosch-boosts-us-diesel-lobbying>.

³⁵ *Bosch drives clean diesel in California*, Bosch, http://www.bosch.us/content/language1/html/734_4066.htm?section=28799C0E86C147799E02226E942307F2.

³⁶ See, e.g., *Bosch Brings Innovation, Green Technology to SAE 2009 World Congress*, Bosch, http://www.bosch.us/content/language1/html/734_7432.htm?section=CDAF31A468D9483198ED8577060384B3.

³⁷ *Bosch: Clean Diesel is Key Part of Future Technology Mix*, Bosch, <http://us.bosch-press.com/tbwebdb/bosch-usa/en-US/PressText.cfm?CFID=59743263&CFTOKEN=b0c61c28412924c-BCBB064E-FD22-FC33-50650318A8803D2B&nh=00&Search=0&id=364>.

1 of diesel from “dirty” to “clean.”³⁸ The event featured “clean diesel” vehicles as ambassadors of
 2 “clean diesel” technology. The stated goals were to “build support for light-duty diesel as a viable
 3 solution for achieving California’s petroleum and emission reduction objectives.” (*Id.*)

4 1361. Bosch also joined in events promoting the Subject Vehicles. At one such event
 5 hosted by Ram, Jeep and Bosch in Traverse City, Michigan, Bosch made a number of statements
 6 regarding the 3.0-liter EcoDiesel V6’s performance. It stated that the “Bosch emissions control
 7 system helps ensure that virtually no particulates and minimal oxides of nitrogen (NOx) exit the
 8 tailpipe” and that a Jeep Grand Cherokee or Ram 1500 diesel’s engine provides a fuel economy
 9 that is “30% better than a comparable gasoline engine.”³⁹

10 1362. In 2009, Bosch also became a founding member of the U.S. Coalition for Advanced
 11 Diesel Cars.⁴⁰ One of this “advocacy” group’s purposes included “promoting the energy efficiency
 12 and environmental benefits of advanced clean diesel technology for passenger vehicles in the U.S.
 13 marketplace.”⁴¹ This group lobbies Congress, U.S. regulators, and CARB in connection with rules
 14 affecting “clean diesel” technology.⁴²

15 III. FCA’S MISLEADING MARKETING

16 A. Fiat Chrysler Identifies and Combats the “Dirty Diesel” Stigma

17 1363. As described above, Fiat Chrysler, VM Motori, and Bosch began investigating
 18

³⁸ *Bosch drives clean diesel in California*, *supra* note 35; see also *California Diesel Days*, The U.S. Coalition for Advanced Diesel Cars, <http://www.californiadieseldays.com/>.

³⁹ Dale Jewett, *EcoDiesel: An Essential Tool for Every Outdoorsman*, Objects in the Mirror...(blog operated by FCA Digital Media) (May 22, 2015), <https://blog.fcanorthamerica.com/2015/05/22/ecodiesel-an-essential-tool-for-every-outdoorsman/>.

⁴⁰ Chrissie Thompson, *New Coalition Aims To Promote Diesel Cars*, Automotive News (Feb. 2, 2009), <http://www.autonews.com/article/20090202/OEM06/302029728/new-coalition-aims-to-promote-diesel-cars>.

⁴¹ *About the Coalition*, The U.S. Coalition for Advanced Diesel Cars (May 22, 2015), <http://cleandieseldelivers.com/about/>.

⁴² *Id.*; see also, e.g., Letter to Mary T. Nichols & the California Air Resources Board concerning a statement made about diesel technology (Jan. 8, 2016), <http://cleandieseldelivers.com/media/Mary-Nichols-Letter-01082016.pdf>.

1 strategies to develop and market diesel vehicles in the North American market in at least July 2010.
2 FCA-MDL-001184465. As early as February 2012, Chrysler had already commissioned and
3 presented research to understand how to market the diesel vehicles to consumers. FCA-DL-
4 001182796-821.

5 1364. This research confirmed that the Defendants had a significant obstacle to overcome:
6 consumers associated diesel engines with old technology and, more importantly, with “negative
7 images of smog and dirt.” *Id.*

8 1365. This “dirty diesel” stigma was considerable. During Fiat Chrysler’s 2012 focus
9 group addressing “diesel perceptions,” one consumer noted “[I] can’t stand diesel;” another felt
10 “[diesel] has an image problem;” another explained that “when somebody says diesel, I just think
11 of that black smoke;” to another, diesel evoked image of “smoke, exhaust;” another associated
12 diesel with “old images of a truck letting off all of these emissions;” and, summing it up, one focus
13 group participant noted “you just think dirty when you think diesel.” FCA-MDL- 001422127.

14 1366. Unsurprisingly, then, Fiat Chrysler worked hard to rebut the dirty diesel stigma in
15 communications directly with consumers and in training materials for dealers (to help the dealers
16 persuade consumers to purchase the Subject Vehicles). In a Jeep EcoDiesel “Product Brief,” for
17 example, Fiat Chrysler noted “[b]uyers can be resistant to consider a diesel purchase due to several
18 perceptions that are no longer true” including that “diesels are filthy . . . [and] too loud and smelly.”
19 FCA-MDL-000517246-53. The brief combats these perceptions by stating that “diesel engines are
20 surprisingly responsible in view of ecological concerns.” *Id.* It also includes “key messages” for
21 prospective consumers including: “Diesel engines offer clean operation with typically 25% less
22 emissions than a gasoline engine.” *Id.* It also notes that the “3.0L EcoDiesel V6 uses Selective
23 Catalyst Reduction (SCR) with DEF to help minimize exhaust emissions” and uses “NOx modules

1 and sensors . . . to help control tailpipe emissions.” *Id.*

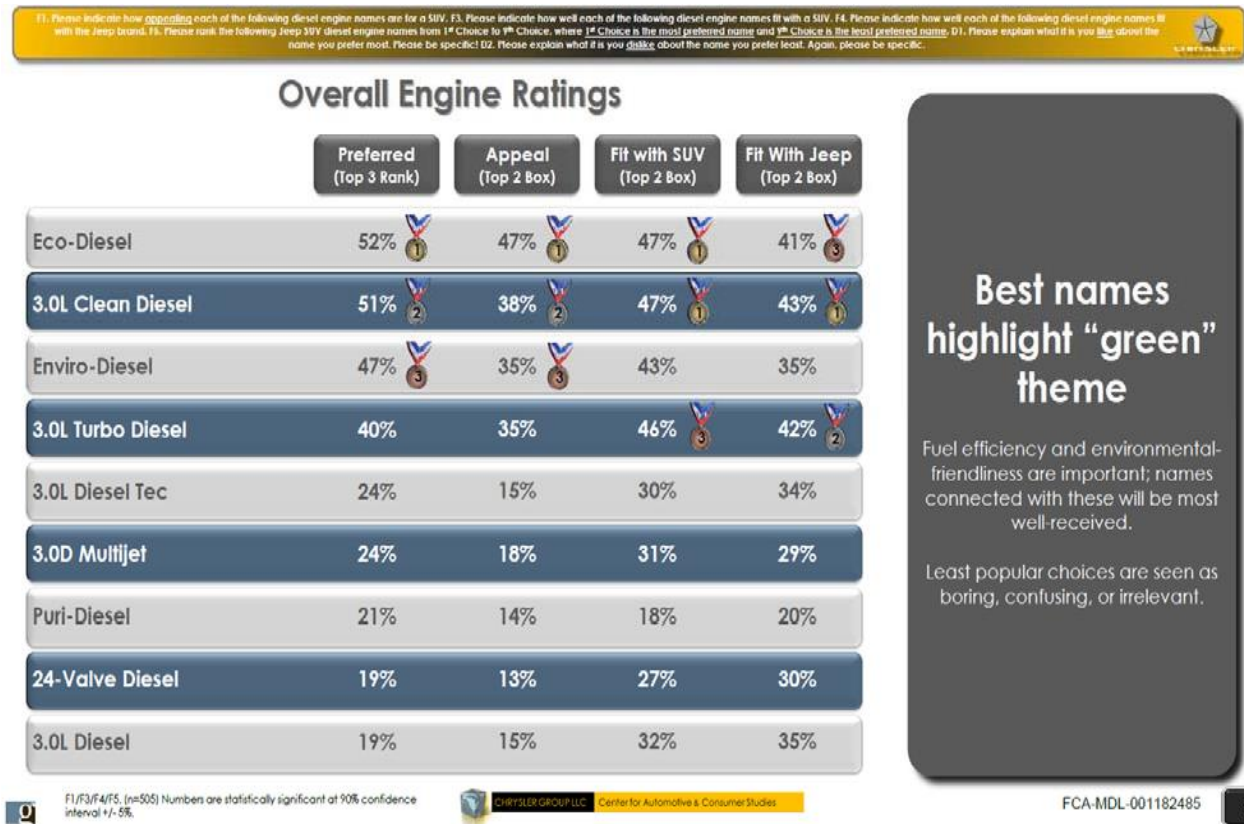
2 1367. Similarly, a Ram 1500 “Targeted In-Dealership Training” guide notes that the two
3 “most common misconceptions about diesel engines” are that “Diesels are noisy” and “Diesels are
4 dirty.” FCA-MDL-000517194-203. As to the latter, the guide instructs dealers that the “Diesel
5 Exhaust Fluid (DEF) and Selective Catalyst Reduction lower the exhaust emissions of diesel
6 engines.” *Id.* It later explains that DEF “reduce[s] nitrous oxides coming out of the tailpipe” and
7 “helps to create *non-harmful* emissions.” *Id.* (emphasis in original). The guide then states that
8 “[o]ur EcoDiesel runs extremely clean for a truck powerplant.” *Id.*

9 1368. In a “news” document, again presumably targeting Ram and Jeep dealers, Fiat
10 Chrysler explained that “[w]hen pitching the EcoDiesel, it may help you to keep in mind a few
11 advantages to driving a diesel engine.” FCA-MDL-000518525. One advantage was that “Diesels
12 Are Getting Greener.” *Id.* The document then explained that “[i]n the past, diesels were seen as
13 polluters – a hindrance to environmentally conscious customers. Today’s diesels, however, run
14 cleaner than they ever have before. For its part, the ecologically responsible EcoDiesel V6 is the
15 cleanest light-duty engine available.” *Id.*

16 **B. The EcoDiesel Name and Badge Communicate Environmental** 17 **Friendliness and Fuel Efficiency** 18

19 1369. Fiat Chrysler also understood that a key component of overcoming the diesel
20 stigma, and of marketing the Subject Vehicles’ purported environmental friendliness and fuel
21 economy, was the naming and labeling of the diesel technology. As noted above, Fiat Chrysler
22 conducted research in February 2012 to address this very issue. FCA-MDL-001182796-821. That
23 research concluded that the “[b]est names [for Fiat Chrysler’s diesel engine] highlight ‘green’
24 theme.” *Id.* It further concluded that “[f]uel efficiency and environmental friendliness are
25 *important; names connected with these will be most well-received.*” *Id.* (emphasis added). An

excerpt from the research presentation is shown below:



1370. The highest-ranked name, in terms of both appeal and preference, was “Eco-Diesel.” The research explained that “‘Eco’ encompasses green, efficient, and economic . . . and is strongly associated with being environmentally friendly.” Similarly, the research concluded that the EcoDiesel “[n]ame [i]mplies a variety of positive meanings – green, efficient, economic, etc.” Unsurprisingly, the “imagery” most associated with the name “EcoDiesel” was “Environmentally-Friendly” and “Fuel Efficient.” *Id.*

1371. Although other potential names (*e.g.*, “Clean Diesel” and “Enviro Diesel”) had slightly higher associations with environmental friendliness, “EcoDiesel” communicated the combination of “green” credentials and fuel economy the best. Fiat Chrysler had found its winner.

1372. Fiat Chrysler adopted and trademarked the “EcoDiesel” name and used it in virtually every advertisement for the Subject Vehicles. It also branded every single Subject Vehicle with an EcoDiesel badge. The two versions of the badge, used on Jeep Grand Cherokees and Ram 1500s, respectively, are shown below:



1373. This badging was *extremely important* to Fiat Chrysler. Jim Morrison, then the head of Jeep Brand Product marketing, gave a presentation some 20-30 times in which he explained that “consumers are immediately receptive to the EcoDiesel badging/logo” and “suggest that ‘Eco-diesel badging can initially change the impression of diesel vehicles.” FCA- MDL-001166458-533; Morrison Dep. Tr. 131:5-6. As the notes below the slide confirm, “[c]onsumers further believe that ***the word ‘Eco- Diesel’*** can change the perception of a diesel engine to something denoting *ecologically conscious and economical to own and operate.*” *Id.* (emphasis added). The full slide with notes is shown as follows:



Emotional and Financial Pillars



New EcoDiesel badging is appealing

- EcoDiesel name and badge create different attention for diesel by suggesting something is new and different
- Consumers are immediately receptive to the EcoDiesel badging/logo – having a modern implication
- Consumers suggest that 'Eco-diesel' badging can initially change the impression of diesel vehicles
- Jeep has an opportunity to re-define or "de-niche" the diesel market by establishing the brand as a diesel leader



November 2012 Consumer and Market Insights (7th Sense Research Group)

Also resonating is the EcoDiesel name and badge.

Consumer research shows that it creates a different attention for diesels by suggesting that it's new and different ... a significant departure from the diesel engines they or their parents grew up with.

Consumers are receptive to the EcoDiesel logo. It looks modern and hints at the technological innovation inherent in this engine.

Consumers further believe that the word "Eco-Diesel" can change the perception of a diesel engine to something denoting ecologically conscious and economical to own and operate.

The research further indicates that the EcoDiesel name provides us with the opportunity to redefine the diesel market by establishing ourselves as a diesel leader.

1 1374. Mr. Morrison also confirmed the meaning and importance of the EcoDiesel name
2 and badge in a sworn declaration he submitted in connection with a trademark dispute. There, he
3 declared that “Chrysler decided to combine the terms ‘Eco,’ ‘Diesel,’ and ‘3.0L’ ... to refer to the
4 engine because the engine is an economical, fuel-efficient, more environmentally friendly 3.0 liter
5 diesel engine.” *Unitek Solvent Services, Inc. v. Chrysler Group, LLC*, No. 1:12-cv-00794, Dkt. 86-
6 35 at ¶ 8 (June 4, 2013). He further explained that “Chrysler [also] based its decision to use the
7 descriptive terms ‘eco’ and ‘ecodiesel’ on the fact that numerous third parties in a variety of
8 industries use the term ‘eco’ to describe ecologically or environmentally friendly products or
9 services that have been developed to reduce carbon emission, energy consumption, or otherwise
10 preserve the environment.” *Id.* at ¶ 10.

11 1375. Many additional documents confirm that Fiat Chrysler intended the name
12 “EcoDiesel” and the EcoDiesel badge to convey both environmental friendliness and fuel
13 economy. A September 2013 press release, for example, included a heading entitled “**Putting the**
14 **‘Eco’ in EcoDiesel**” under which it claimed that “[t]he new EcoDiesel V6 achieves 50-state
15 emissions compliance for both tier II and BIN 5.” FCA-MDL-000519022-24 (emphasis in
16 original). In other words, the “Eco” in EcoDiesel means not just environmental friendliness,
17 generally, but also emissions compliance, specifically.

18 1376. A later Ram press release entitled “Ram has ‘turned up the ECO’ on full-size truck
19 MPGs . . . to 29” further demonstrates that the “Eco” in EcoDiesel also refers to fuel economy.
20 FCA-MDL-001344885-86; FCA-MDL-001401873.

21 1377. Again, the EcoDiesel badge was placed prominently on every single Subject
22 Vehicle, and the word “EcoDiesel” was used in virtually every consumer-facing communication.

1 That word and badge represented to consumers that the Subject Vehicles were environmentally
2 friendly and fuel efficient. Both representations, it turns out, were based on a lie: the Subject
3 Vehicles were not, in fact, environmentally friendly, and could achieve their fuel economy only
4 through concealed emissions apparatuses that caused the vehicles to pollute excessively in real-
5 world driving conditions.

6 **C. FCA Misrepresents the Subject Vehicles to Consumers in a**
7 **Consistent and Pervasive Marketing Campaign**

8
9 1378. Fiat Chrysler's misleading representations about the Subject Vehicles, including
10 their purported "green" credentials, superior fuel economy, and other performance characteristics
11 were not limited to EcoDiesel badge. Indeed, FCA engaged in a full court press to market the
12 Subject Vehicles, and to communicate to consumers the purported benefits of the EcoDiesel
13 engine. These communication efforts included, among other things: (1) press releases aimed at
14 generating positive news articles about the EcoDiesel attributes; (2) comprehensive dealer training
15 materials that taught dealers how to sell the Subject Vehicles with false and misleading
16 misrepresentations; (3) vehicle brochures disseminated at dealerships and elsewhere; (4)
17 information and interactive features on FCA's websites and blogs; and (5) print and television
18 marketing.

19 **1. Press Releases and Media Communications**
20

21 1379. As early as 2013, FCA began issuing press releases that were sent directly to
22 consumers and were also intended to generate consumer-facing articles and reviews about the
23 EcoDiesel engine. There are many such examples. A representative sampling includes:

- 24 a. A January 2013 press release announcing a "new, clean, 3.0-

1 liter EcoDiesel V-6 engine” in the Jeep Grand Cherokee. The release touts the “30
2 mpg highway with driving range of more than 730 miles,” and the “class- leading
3 240 horsepower and massive 420lb.-ft of torque.” Notably, it also states that the
4 “Selective Catalytic Reduction (SCR) help[s] the new engine” be “clean” and “50-
5 state legal.” FCA-MDL-001134988-90.

6 b. An October 2013 press release notifying the media that the “[n]ew
7 2014 Jeep Grand Cherokee EcoDiesel wins ‘Green’ category” of the 2014 Active
8 Lifestyle Vehicle Awards. The release claims the Jeep EcoDiesel includes “clean-
9 diesel technology” and delivers “best-in-class fuel economy and driving range.”
10 FCA-MDL-000519206-07.

11 c. A February 2014 press release proclaiming that the “2014 Ram 1500
12 EcoDiesel sets new fuel-economy benchmark of 28 MPG.” The release repeatedly
13 touts the EcoDiesel’s fuel economy and claims that its SCR and EGR systems—
14 both of which were compromised by the AECDs described herein—“contribute to
15 50-state compliance with Tier2/Bin 5 emissions regulations.” FCA-MDL-
16 001142520-21.

17 d. A November 2014 press release announcing that the “Ram 1500
18 EcoDiesel [was] named 2015 Green Truck of the Year by Green Car Journal.” The
19 release states that the “Ram 1500 delivers an outstanding combination of best-in-
20 class fuel efficiency, unsurpassed torque and a surplus of towing capacity.” It also
21 quotes the editor of Green Car Journal who noted that “[t]he Ram 1500 EcoDiesel
22 exemplifies what a ‘green’ truck should be.” FCA-MDL-000519290-01.

23 e. A January 2015 press release announcing that the “Jeep Grand
24 Cherokee EcoDiesel [was] named 2015 Green SUV of the Year by Green Car
25 Journal.” The release again boasts the EcoDiesel’s “best-in-class” fuel economy,
26 “untouched” range, “class-leading” horsepower, “massive” torque, and its “clean-
27 diesel technology.” FCA-MDL-001377187-88

28 f. A November 2016 press release boasting “best-in-class fuel
29 economy and longest range with exclusive EcoDiesel – 29 mpg and 754 miles with
30 Ram 1500.” FCA-MDL-001185732-34.
31

32 1380. Notably, Marchionne himself was asked to approve, and did approve, a draft press
33 release from February 2013 announcing that “Ram [was the] first to build light-duty diesel
34 pickup.” The release promoted an “outstanding combination of best-in-class fuel efficiency, best-
35 in-class torque and impressive capability.” It also stated that the “EcoDiesel . . . emissions are 60
36 percent less than those produced by diesel powertrains 25 years ago.” FCA-MDL-001367858-59.

37 1381. In some instances, these press releases were sent directly to consumers in “hand
38 raiser” communications, as evidenced by a 2014 email to a prospective customer. That email
39 “thanks [the prospective customer] for asking about the 2014 Ram 1500 EcoDiesel,”—which it

1 says is “capable, efficient, and easy on the environment”—and links to a Ram “press release for
2 more information.” FCA-MDL-001180641.

3 1382. Even when not sent directly to consumers, all the press releases—and the consistent
4 representations about environmental friendliness, fuel economy, and performance contained in
5 them—were intended to, and did in fact, result in significant buzz and media attention for the
6 EcoDiesel vehicles, to which Plaintiffs were exposed. The representations that resulted were false
7 (because the vehicles contained concealed components that compromised the emissions control
8 systems in real-world driving conditions) and deceptive (because the vehicles could not perform
9 as represented without the concealed emission control components).

10 **2. Dealer Training Materials**

11 1383. As noted above, FCA disseminated to its dealers comprehensive training materials
12 to help them communicate the purported EcoDiesel attributes to consumers, and ultimately, to sell
13 more Subject Vehicles. Those materials consistently emphasized the (supposed) environmental
14 friendliness, fuel efficiency, and power of the EcoDiesel engine, among other attributes.

15 1384. Ram, for example, held a “targeted in-dealership training” through its dealer-
16 focused “Chrysler Academy” and disseminated an accompanying “participant reference guide.”
17 The document explains that the training is “focuse[d] on features of Ram 1500 and will help you
18 sell down your 2014 model year vehicles while it also helps you prepare for the 2015s.” This
19 training document includes an entire section on EcoDiesel, and as discussed above, it addresses
20 the “common misconception” that “[d]iesels are dirty” and instructs that “Diesel Exhaust Fluid
21 (DEF) and Selective Catalyst Reduction lower the exhaust emissions of diesel engines.” Then,
22 answering the question “How clean is the 3.0L EcoDiesel V6?” the guide explains that “[o]ur

EcoDiesel runs extremely clean.” It also states that the engine “[c]omplies with all diesel-related emissions standards,” and notes that selling points of the diesel include its “Fuel efficiency,” “Power (Torque),” and “Quality, Reliability and Durability (QRD).” Finally, the guide includes an “in the media section” highlighting positive reviews and articles. FCA-MDL-000517194-245.

1385. Jeep held a similar Chrysler Academy event for dealers and also disseminated an accompanying “product reference guide” with eight pages devoted exclusively to the EcoDiesel engine. FCA-MDL-000518573-620. As with the Ram guide, the Jeep guide addresses the dirty diesel stigma, and offers selling points to rebut it. The guide explains that the EcoDiesel engine exhibits “confident power, surprisingly clean operation” and claims that “it is going to convert a host of new customers to the impressive benefits of pulse-quicken acceleration and efficient and ecological clean diesel operation.” It highlights the “clean operation and effective emissions control,” specifically noting that the SCR and EGR systems combine to mitigate NOx and produce “clean diesel operation.” Finally, as shown below, it includes a “Key messages” section emphasizing the importance of fuel efficiency, “clean operation,” and “torque”:

DIRTY POLLUTER? – EXACTLY THE OPPOSITE - CLEANER AND MORE ECOLOGICAL THAN GASOLINE ENGINES

Today's clean diesel technology is:


- 30% more fuel efficient than its gasoline counterpart
- Produces around 25% less carbon dioxide (CO2)
- Generates over 96% fewer emissions than the diesel engines of 1990s

Key messages

1. Today's diesel engines help conserve fossil fuel resources with a **30% reduction in fuel consumption** versus a gasoline engine

2. Diesel engines offer clean operation with typically **25% less emissions** than a gasoline engine

1386. These themes are echoed almost verbatim in another, 13-page Chrysler Academy “Product Brief” focused exclusively on the EcoDiesel engine. FCA-MDL-001183753-65. As shown below, that product brief includes almost identical “key messages for your prospects,” and notes that the engine is “surprisingly responsible in view of ecological concerns.”



Jeep
3.0L ECODIESEL V6 ENGINE
PRODUCT BRIEF

TODAY'S DIESEL TECHNOLOGY

Buyers can be resistant to consider a diesel purchase due to several perceptions that are no longer true with today's modern high-pressure, direct-injection diesel technology.

OLD THOUGHT	NEW REALITY
DIESELS HAVE POOR PERFORMANCE	Actually, today's diesels with modern technology produce high torque for their displacement size compared to gasoline engines. A general industry rule of thumb is that a diesel engine of the same size will generate 50% more torque over its gasoline-powered counterpart. And, since torque is what gets the vehicle moving, diesel vehicles offer outstanding acceleration. Diesel torque output is often especially impressive for the 50-70 mph bursts that many drivers use to pass or enter freeways.

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17 1387. Yet another Chrysler Academy “Web Launch” training session explains that its
18 purpose was “to help participants” better understand the vehicles and, critically, to “[u]nderstand
19 elements for effective presentations to shoppers.” It includes similar language about fuel economy,
20 power, and environmental friendliness. It also explains that “for buyers who respect the
21 environment, they should know this is a very clean diesel ... very green without question.” FCA-
22 MDL-001183766-901.

23 1388. These are but a few examples that highlight the comprehensive training that FCA
24 provided for its dealers. The objective of these trainings was to arm the dealers with selling points
25 that they could relay to consumers—and they did just that. For the Subject Vehicles, the consistent

1 selling point was the no-compromise combination of fuel efficiency, environmental friendliness,
2 and power. This selling point was false (because the vehicles contained concealed components that
3 compromised the emissions control systems in real-world driving conditions) and deceptive
4 (because the vehicles could not perform as represented without the concealed emission control
5 components).

6 **3. Vehicle Brochures**

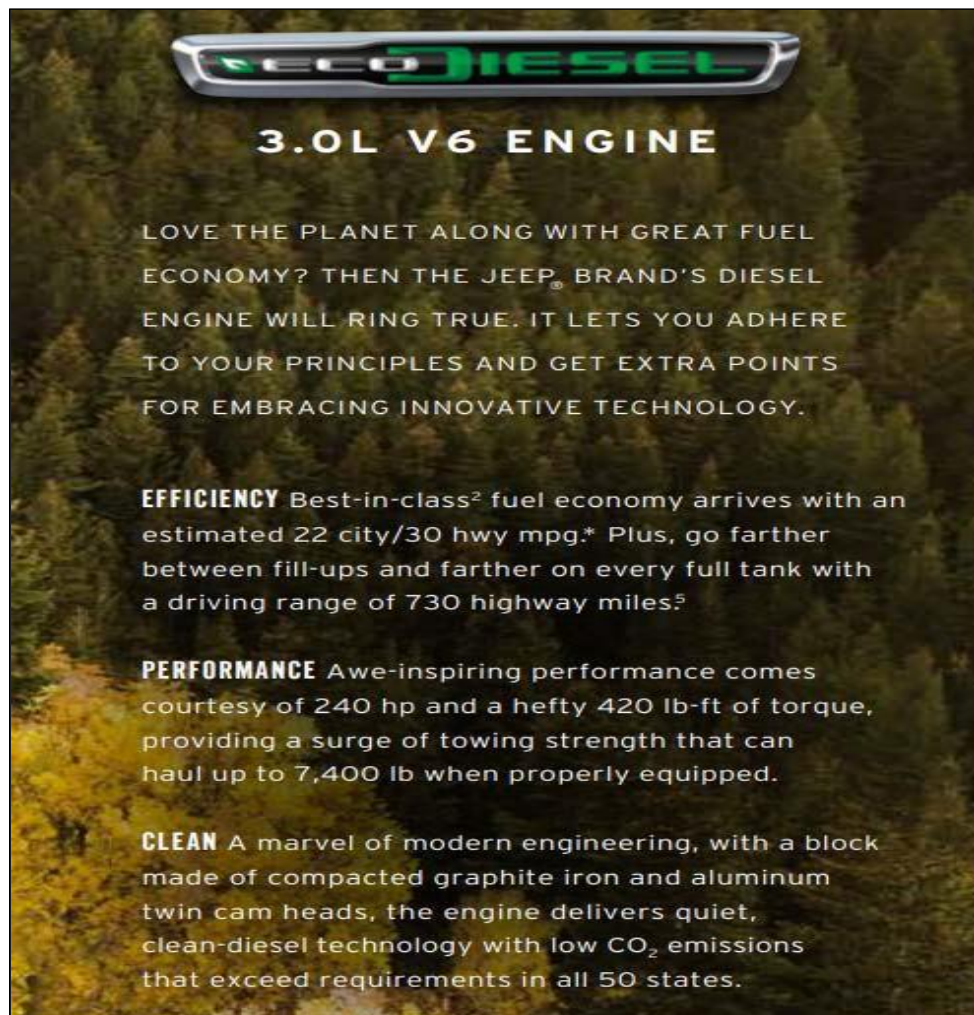
7 1389. FCA also communicated directly with consumers through its vehicle brochures,
8 available both online and at the dealerships. These brochures are chock full of representations
9 about the EcoDiesel engine's purported fuel economy, environmental friendliness, and power.

10 1390. The brochure for the 2014 Jeep Grand Cherokee, for example, devotes an entire
11 page to the EcoDiesel engine. That page depicts the EcoDiesel badge and also an image of the
12 engine with a green leaf on top. It states that the engine achieves "best-in class: 30 MPG fuel
13 economy[, 730-mile driving range[, 420 lb-ft of torque[, and] 7400-lb maximum towing." The
14 document further claims that "its reduced CO2 emissions display reverence for the environment"
15 and even goes so far as to state that "[p]roudly, the EcoDiesel meets and even exceeds the low
16 emissions requirements in all 50 states." (Emphasis added.) Excerpts from the two-page brochure
17 spread are shown below:

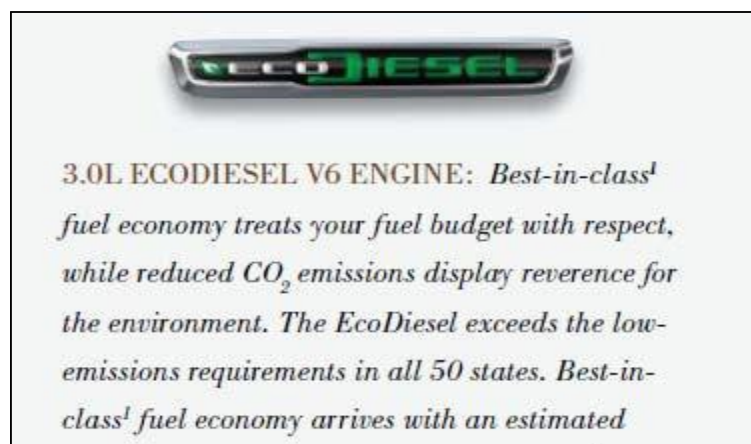


Thirty miles per gallon? True story. Grand Cherokee's new, available 3.0L EcoDiesel V6 engine delivers best-in-class economies^a that treat your fuel budget with respect, while its reduced CO₂ emissions display reverence for the environment. Proudly, the EcoDiesel meets and even exceeds the low emissions requirements in all 50 states. Best-in-class fuel economy^a arrives with an estimated 22 city/30 hwy mpg,¹³ and a driving range of more than 730 highway miles per tank.¹ That's because, compared to gasoline, a gallon of diesel fuel converts to a greater amount of useable energy. So you can leave Detroit, MI, with a full tank and arrive in New York City without ever stopping to refuel. And with its command of 240 hp and a hefty 420 lb-ft of torque, the EcoDiesel provides a surge of towing strength that can haul up to 7,400 lb when properly equipped. Stats so good, they're worth repeating every chance you get.

1391. The 2015 brochure makes similar claims. It again features the EcoDiesel badge and environmental imagery. And it again boasts “best-in-class ... 30 hwy mpg fuel economy” and “a driving range of 730 highway miles.” It also states that the vehicles are “clean” and 50-state compliant, and even opens with this environmentally-focused introduction: “Love the planet along with great fuel economy? Then the Jeep Brand’s Diesel engine will ring true. It lets you adhere to your principles and get extra points for embracing innovative technology.”



1392. The 2016 brochure also features the EcoDiesel badge, and touts best-in-class fuel economy, range, horsepower, and torque. And it too states that “[t]he EcoDiesel exceeds the low-emissions requirements in all 50-states”:



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14 1393. The Ram 1500 brochures make similar claims. Like the Jeep Brochures, the 2014
15 Ram 1500 brochure devotes an entire page to the EcoDiesel engine, depicts the EcoDiesel badge,
16 and repeatedly touts the truck's "best-in-class" fuel economy and "impressive" range. It also boasts
17 that the truck is "clean by nature" with "minimal CO₂ levels" and a "[t]op-notch DEF system."

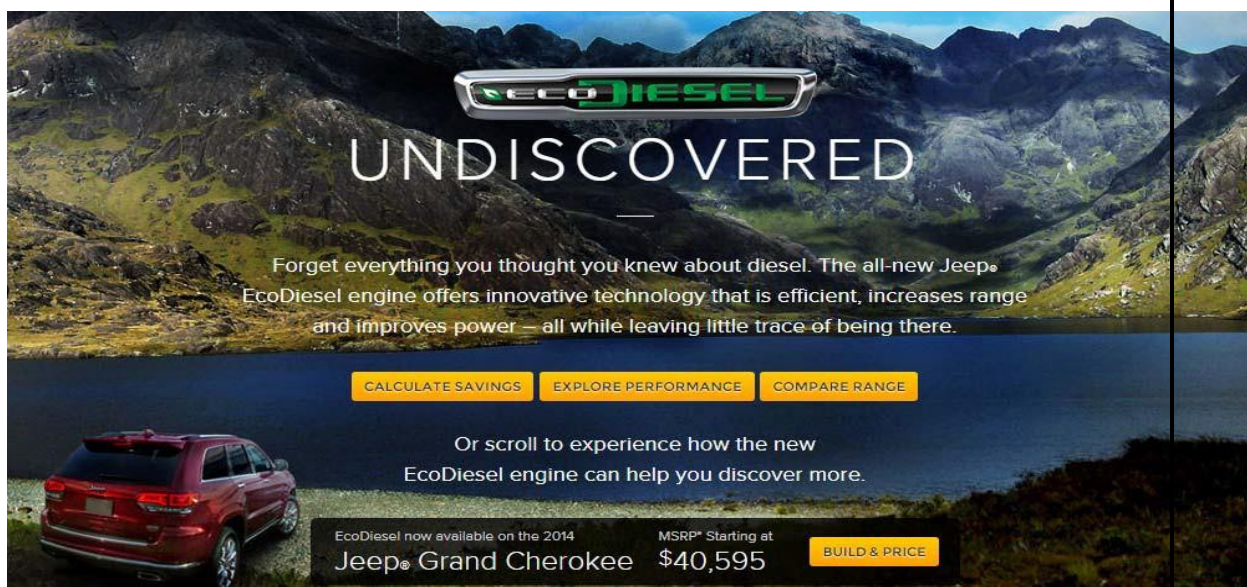
18 1394. The 2015 brochure also advertises "top-tier mpg ratings," "superb driving range
19 and best-in-class 28 mpg highway," and claims the truck is "clean by nature" with "minimal CO₂
20 levels" and a "zero-hassle DEF system."

21 1395. The 2016 brochure boasts "best-in-class 29 mpg highway fuel economy," "up to
22 754-mile range," "240 horsepower," "420 lb-ft of torque," "minimal CO₂ levels" and a "zero-
23 hassle DEF system."

1396. The brochures are tied together by common themes and sometimes identical language. The key representations made throughout were that the Subject Vehicles delivered a no-compromise combination of fuel efficiency, environmental friendliness, and performance. Those representations were false (because the vehicles contained concealed components that compromised the emissions control systems in real-world driving conditions) and deceptive (because the vehicles could not perform as represented without the concealed emission control components).

4. FCA Websites

1397. FCA hosted a number of blogs and websites that promoted the EcoDiesel technology, including the official Ram and Jeep websites, which many named Plaintiffs visited before making their purchase/lease decisions. Both company sites reiterated FCA's consistent messaging for the Subject Vehicles—i.e., that they were clean, fuel efficient, and high performing.



1398. A February 9, 2014, capture of the Jeep website, for example, includes a diesel tab, under which it displays the EcoDiesel badge and tells viewers to “[f]orget everything you thought

1 you knew about diesel. The all-new jeep EcoDiesel engine offers innovative technology that is
2 efficient, increases range, and improves power – all while leaving little trace of being there.”⁴³

3 1399. The Jeep website also includes separate pages featuring its supposed “Best-in-Class
4 maximum towing capacity,” “incredible 730-mile highway driving range,” and “superior fuel
5 economy.” As to fuel economy, the website also includes (and has included since at least 2014) a
6 “savings calculator” that allows consumers to enter their miles driven per day and then calculates
7 their annual fuel savings using “Clean Diesel.”⁴⁴

⁴³Available at: http://web.archive.org/web/20140209113901/http://m.jeep.com/en/jeep_capabilities/eco-diesel-calculator/#introduction (last visited April 19, 2018).

⁴⁴ Available at: https://m.jeep.com/en/jeep_capabilities/eco-diesel-calculator/#savings (last visited April 19, 2018).

SAVINGS
DISCOVERED

The efficient and durable 3.0L EcoDiesel V6 engine will help you save money at the pump and provides greater maintenance intervals for fewer tune-ups. Did we mention low CO₂ emissions? Could this be the perfect engine?

Savings Calculator

Not only does the 3.0L EcoDiesel engine provide superior fuel economy*, but you'll also go farther between fill-ups. Enter your daily commute in the box below to discover how much time and money you could save* if you chose clean diesel fuel over regular gasoline.

Enter your commute to discover how much you could save:

40
Miles Per Day

Your Mileage

Based on your daily commute, we have approximated your weekly and annual mileage:

Weekly
280
Miles

Annually
14,600
Miles

Fuel Costs*

For a more accurate savings calculation, enter your local pricing information:

Gasoline
383
Per Gallon
\$3.83 California Average

Diesel
394
Per Gallon
\$3.94 California Average

With Clean Diesel, You Save*


\$1,098
Per Year

You drive approximately 14,600 miles a year. You need an engine that can keep up with your busy lifestyle. The 3.0L EcoDiesel V6 engine will take you farther, for less.

1400. Ram's website made similar representations, touting the fuel economy, horsepower, torque, and towing capacity of the EcoDiesel engine, and claiming that it was "[e]quipped with a diesel oxidation catalyst, diesel particulate filter and selective catalyst reduction so it is emissions-compliant in all 50-states."⁴⁵

⁴⁵Available at: http://web.archive.org/web/20160316042712/http://www.ramtrucks.com/en/ram_1500/capability/#link-3 (March 2016 web archive); http://web.archive.org/web/20150215044120/http://www.ramtrucks.com:80/en/ram_1500/capability/#link-3 (Feb. 2015 web archive); http://web.archive.org/web/20140214053830/http://www.ramtrucks.com:80/en/ram_1500/capability/#link-3 (Feb. 2014 web archive) (all visited last on April 19, 2018).

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STRENGTH MEETS EFFICIENCY
3.0L ECODIESEL V6 ENGINE

The available 3.0L EcoDiesel V6 engine: one of the most advanced light-duty truck engines we've ever built.

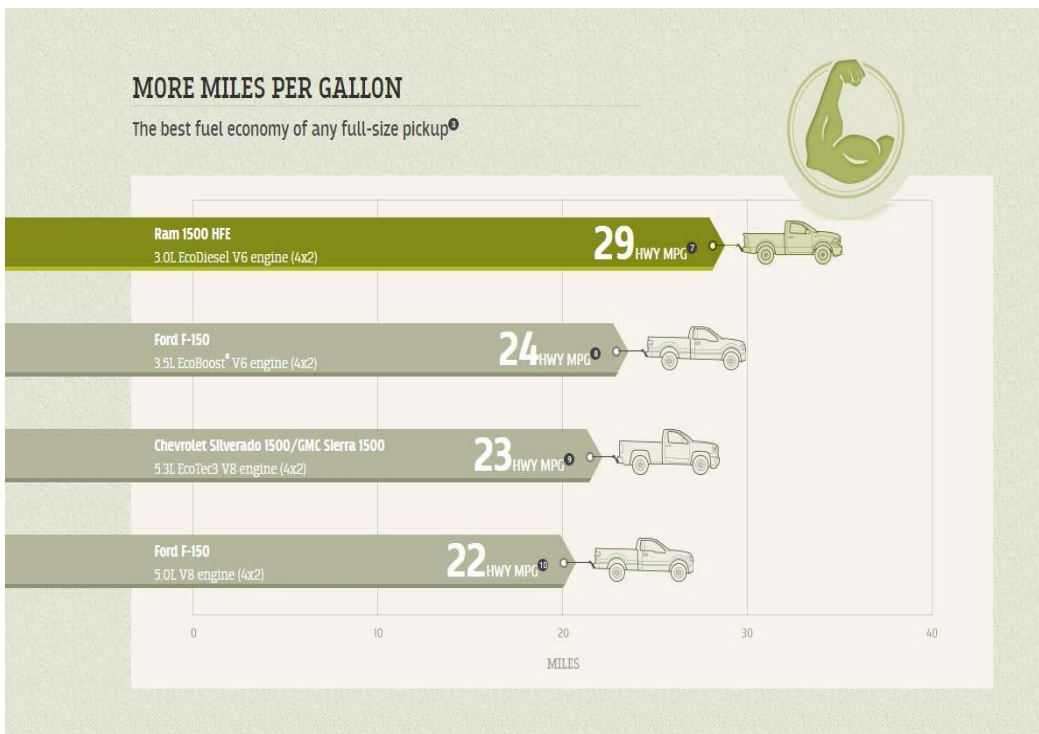
- Produces 240 horsepower and an exceptional 420 lb-ft of torque
- Equipped with a diesel oxidation catalyst, diesel particulate filter and selective catalyst reduction so it is emissions-compliant in all 50 states

21 CITY MPG | **29** HWY MPG⁺

HORSEPOWER 240 | **TORQUE 420** LB-FT | **TOWING 9,210** LBS⁺ | **PAYLOAD 1,600** LBS⁺

1401. Like Jeep, Ram also included a fuel savings calculator, as well as graphics comparing the best-in-class fuel economy to the competition:⁴⁶

⁴⁶ FCA-MDL-001184455-62; *EcoDiesel – Ram 1500 HFE*, Ram Trucks (FCA), available at <https://www.ramtrucks.com/en/ecodiesel/> (last accessed July 19, 2017).



1402. FCA made many similar representations throughout the many websites it operated, including but not limited to the following:

a. The EcoDiesel engine is designed for those “who want to drive an efficient, environmentally friendly truck without sacrificing capability or performance.”⁴⁷

b. The Ram 1500 EcoDiesel is “the NAFTA market’s first and only light-duty pickup powered by *clean diesel* technology.”⁴⁸

c. “Thanks to advanced emissions-control technology . . . [EcoDiesel’s] exhaust is ultra-clean, making this engine available in all 50 states.”(*Id.*)

d. “Equipped with a diesel oxidation catalyst, diesel particulate filter and selective catalyst reduction, the EcoDiesel® V6 engine will be emissions-compliant in all 50 states.”⁴⁹

e. “Chrysler Group engineers adapted the engine—manufactured by Fiat- owned V.M. Motori—to meet the NAFTA region’s stringent emissions and on-board diagnostic regulations. The new EcoDiesel® V-6 is Tier 2/Bin 5 compliant.”⁵⁰

f. The emissions on the EcoDiesel® engine data sheet meet Tier2 Bin5 requirements.⁵¹

g. “[T]he Bosch emissions control system helps ensure that virtually no particulates and minimal oxides of nitrogen (NOx) exit the tailpipe.”⁵²

1403. Many named Plaintiffs visited FCA’s websites to learn about the Subject Vehicles. On those websites, as in all the other ways FCA communicated to consumers, FCA’s message was clear and consistent: the EcoDiesel engine delivers a no-compromise package of fuel economy, range, performance, and environmental-friendliness. Those representations were false (because

⁴⁷ *The 2014 Ram 1500 with EcoDiesel Engine, Available Soon at a Dealer Near You*, Ram Zone (Ram trucks blog operated by FCA US LLC) (July 16, 2013), <https://blog.ramtrucks.com/features/the-2014-ram-1500-with-ecodiesel-engine-available-soon-at-a-dealer-near-you/>.

⁴⁸ *Chrysler Group’s 3.0-liter EcoDiesel V-6, 500e Battery-Electric Drive System Among Ward’s 10 Best Engines for 2014*, Chrysler Group LLC (FCA) (Dec. 12, 2013), http://www.fcanorthamerica.com/News/ChryslerDocuments/ChryslerGroupLLC_Sustain2013Dec12.pdf (emphasis added).

⁴⁹ *The 2014 Ram 1500 with EcoDiesel Engine, Available Soon at a Dealer Near You*, *supra* note 47.

⁵⁰ *Chrysler Group’s 3.0-liter EcoDiesel V-6, 500e Battery-Electric Drive System Among Ward’s 10 Best Engines for 2014*, *supra* note 48.

⁵¹ *EcoDiesel: An Essential Tool for Every Outdoorsman*, *supra* note 39.

⁵² *Id.*, *supra* note 39.

1 the vehicles contained concealed components that compromised the emissions control systems in
2 real-world driving conditions) and deceptive (because the vehicles could not perform as
3 represented without the concealed emission control components).

4 **5. Print Media and Television**
5

6 1404. FCA reiterated its consistent representations—particularly the fuel economy
7 representations—through print media and television commercials.

8 1405. The print ad campaign was robust. One FCA-produced document identifies over
9 250 Ram print ad buys in several dozen publications from June 2014 to October 2016. FCA-MDL-
10 000519349. Another document shows expenditures of almost \$300,000 to place Jeep EcoDiesel
11 print ads in a variety of magazines in June through August 2013. FCA-MDL-001360559. Yet
12 another document identifies additional ad buys for 14 newspapers across the country. FCA-MDL-
13 000519351.


14 1406. Critically, virtually all of the print ads for the Subject Vehicles contain the same or similar
15 relevant representations, including: (1) the word “EcoDiesel” and/or the EcoDiesel badge, and (2) fuel
16 economy claims such as specific MPG ratings, “most fuel efficient,” and “best-in- class” fuel economy.
17 Three illustrative examples, one for the Jeep Grand Cherokee Subject Vehicles and two for the Ram 1500
18 Subject Vehicles, are shown below:



1
2
3
4

5-YEAR/100,000-MILE POWERTRAIN WARRANTY

RAMTRUCKS.COM




† Based on combined city/highway fuel economy. Actual mileage may vary. Always use proper driving techniques. Always wear your seat belt. Always use proper tie-up technique. Always use proper tie-up technique. Always use proper tie-up technique.

2014 RAM 1500
ECODIESEL

THE WORLD'S MOST
FUEL-EFFICIENT
FULL-SIZE PICKUP

GUTS-GLORY

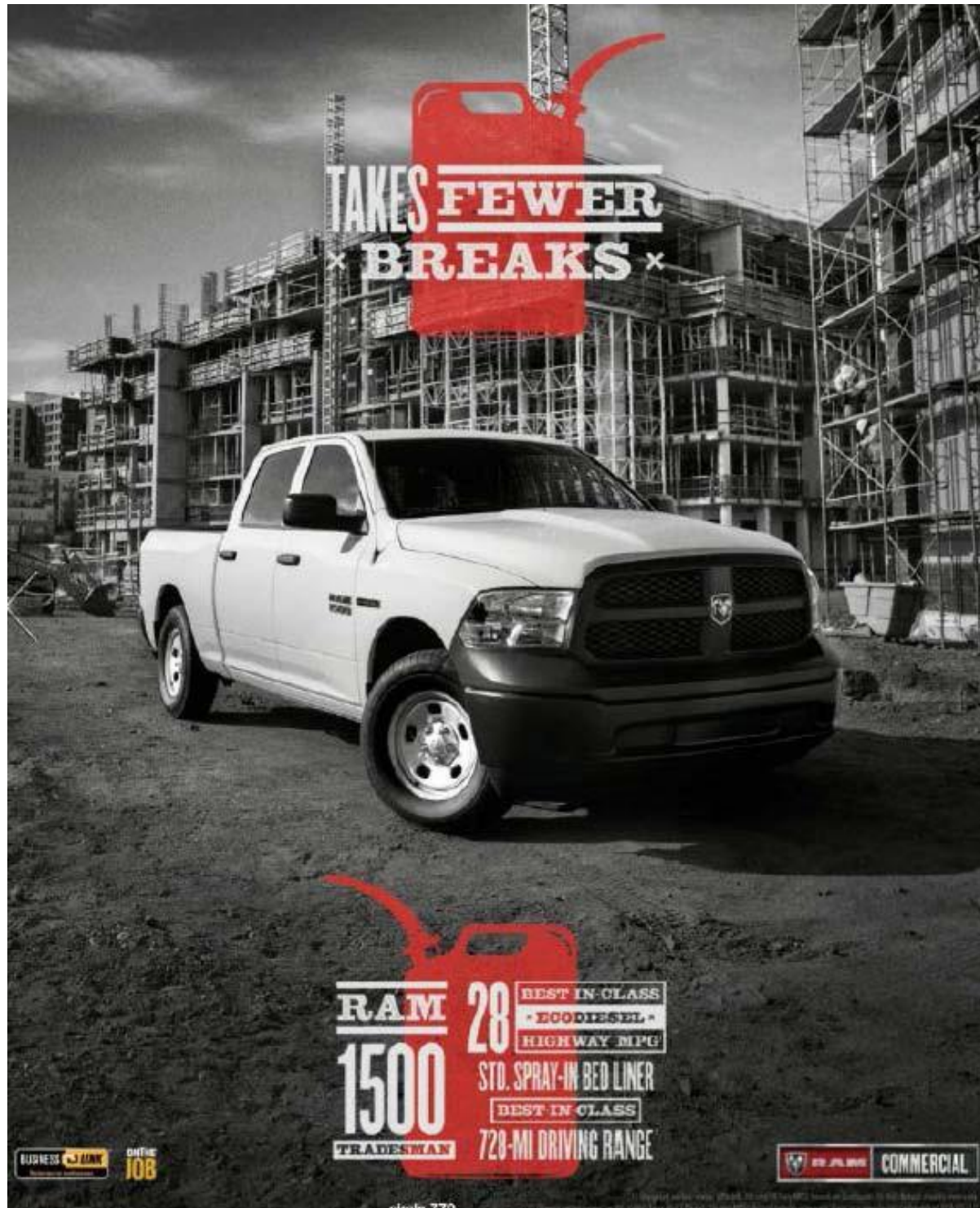
BEST-IN-CLASS 28 HWY MPG



420 LB-FT
TOWOUT

RAM

1
2
3



1
2
3

1 1407. The television commercial campaign was also extensive, and also conveyed
2 consistent messages. One FCA document shows 17,595 discrete commercial buys between
3 January 2014 and September 2016, including during prominent and widely-viewed programing.
4 FCA-MDL-000519350.

5 1408. Some examples of the relevant commercials (a portion of which are not included in
6 the chart described above) include:

7 a. A commercial entitled “West” that prominently features the
8 EcoDiesel badge, and promotes the Ram 1500 EcoDiesel’s “28 highway MPG” and
9 “9,200 lbs towing.” FCA-MDL-000512961.

10 b. A commercial entitled “Roar” that prominently features the EcoDiesel badge,
11 and promotes the Ram 1500 EcoDiesel’s “28 highway MPG” and “420 lb-ft torque.” FCA-
12 MDL-000512962.

13 c. A commercial entitled “Runaway” that prominently features the
14 EcoDiesel badge and promotes the Jeep Grand Cherokee EcoDiesel’s “best-in-class
15 30 MPG hwy” and “730-mile driving range.” FCA-MDL-000518756. Per the
16 commercial buy document described above, this commercial ran approximately
17 1,000 times in January 2014.

18 d. A commercial entitled “Take Every Mile” that features the EcoDiesel
19 badge and promotes the Jeep Grand Cherokee EcoDiesel’s “730-mile driving
20 range.” FCA-MDL-000518759. Per the commercial buy document described
21 above, this commercial ran approximately 400 times in two weeks in February
22 2016.

23 e. A commercial entitled “The Truth About Diesel” that “bust[s] some
24 myths about diesel engines,” including that “all SUVs get bad gas mileage, diesel
25 engines are dirty, and they run sluggish.” All three myths were “totally busted,” and
26 the video specifically boasts the Jeep Grand Cherokee EcoDiesel’s “30 MPG and a
27 730-mile driving range.” It also depicts a man “check[ing] the data” on the
28 emissions from the tailpipe and remarking “Wow, the greenhouse gas emissions are
29 lower than a regular gasoline engine.” FCA-MDL-001418576.
30

31 1409. Like the rest of Fiat Chrysler’s consumer communications, these commercials
32 represented that the Subject Vehicles were green (both through explicit representations and
33 depictions of the EcoDiesel name and badge) and fuel efficient. These representations were
34 pervasive and consistent. They were also false (because the vehicles contained concealed
35 components that compromised the emissions control systems in real-world driving conditions) and

1 deceptive (because the vehicles could not perform as represented without the concealed emission
2 control components).

3 * * *

4 1410. The Defendants saw the EcoDiesel technology as a huge opportunity to increase
5 their sales and profits. They understood that to realize this goal, they would have to overcome the
6 “dirty diesel” stigma, and convince consumers that the Subject Vehicles offered a no-compromise
7 package of fuel efficiency, environmental friendliness, and power. Fiat Chrysler’s efforts to
8 communicate this message to consumers were far reaching and consistent. They were also false
9 and deceptive.

10 1411. Defendants had multiple opportunities, and obligations, throughout their marketing
11 communications to disclose the uniform truth about the Subject Vehicles—namely, that all their
12 emissions, fuel economy, and performance claims were predicated on concealed emissions control
13 components and software that caused the Subject Vehicles to pollute excessively in real-world
14 driving conditions. This uniform omission and unvarying concealment prevented any and all
15 consumers from making a purchase based on all material facts.

16 **D. The Defendants Knew These Representations Were False and Misleading**

17 1412. Unfortunately, the EcoDiesel technology did not work as represented. In
18 developing the Subject Vehicles, the Defendants came to understand that they could not make the
19 vehicles environmentally friendly or “50-state compliant”—as they represented to consumers
20 through consistent and pervasive communications—and that the vehicles could not achieve the
21 fuel economy and performance that were central to Fiat Chrysler’s marketing efforts without
22 installing components and software that de-activated or reduced the emission control system

1 during real-world driving conditions. The Defendants concealed this fact from regulators and
2 consumers alike, and cheated Plaintiffs of the vehicles they thought they were buying.

3 1413. The Defendants' scheme focused on at least two of the emissions control systems
4 in the Subject Vehicles—both of which Fiat Chrysler pitched to consumers as enablers of the
5 Subject Vehicles purported “clean” operation: (1) the Exhaust Gas Recirculation (“EGR”) system
6 and (2) the Selective Catalytic Reduction (“SCR”) system.

7 1414. The EGR system reduces NOx in diesel emissions by lowering the temperature of
8 the exhaust gas exiting the engine. The SCR system takes the NOx leftover from the EGR System
9 and converts it into harmless nitrogen and water. Together, the EGR and SCR systems are vital to
10 mitigating the pollution from the Subject Vehicles' diesel emissions.

11 1415. As identified in the EPA's NOV, the Defendants installed a number of undisclosed
12 auxiliary emission control devices (“AECDs”) in the Subject Vehicles that compromised the EGR
13 and SCR systems and resulted in substantially increased NOx emissions during real-world driving
14 conditions. As exemplified herein, the Defendants knew that these AECDs were not allowed, but
15 that the Subject Vehicles could not achieve the fuel economy or performance that the Defendants
16 marketed without them.

17 **1. EGR AECD Strategy: EGR Rate Reduction**

18

19 1416. Burning diesel fuel creates NOx. The amount of NOx produced by a diesel vehicle
20 is a function of temperature: the hotter the exhaust gas is when it exits the engine, the more NOx
21 generated.

22 1417. The EGR system minimizes NOx by lowering the temperature of the engine exhaust

1 through a recirculation process. The higher the rate of exhaust gas recirculation (the EGR rate),
2 the lower the exhaust gas temperature. The lower the exhaust temperature, the lower the NOx. But,
3 critically, the higher the EGR rate in a vehicle, the worse fuel economy it achieves. Defendants
4 employed the EGR AECDs in the Subject Vehicles to either reduce the EGR rate or shut it off
5 entirely, thereby artificially and secretly increasing the Subject Vehicles' fuel economy and
6 drivability at the expense of increased NOx.

7 1418. One of the strategies Defendants used to reduce the EGR rate was through what the
8 EPA has named AECD 5, which detects the engine temperature in the Subject Vehicles and
9 reduces the EGR rate during the vehicles' "warm-up phase" (the phase when the engine is heating
10 up after a cold start). The EPA described AECD 5 as "EGR rate reduction based on engine
11 temperature model." Defendants referred to it as "T_Eng" and various derivatives thereof (e.g.,
12 "t_engine" and "tEng").

13 1419. VM Motori knew as early as 2010 that T_Eng was an AECD that, if concealed,
14 would be illegal. (FCA-MDL-000456083) In April 2010, a Fiat Chrysler powertrain division
15 employee attempted to assure VM Motori's Controls and Calibration Director, Sergio Pasini, that
16 T_Eng did not employ "cycle detection". FCA-MDL-000452591. "Cycle detection" refers to any
17 mechanism that allows a vehicle to detect when it is undergoing regulatory emissions testing, and
18 modify its emissions accordingly. But Pasini knew better. Just two months later, he told his VM
19 Motori colleagues, "the [EGR] rate will be managed mainly on t_engine which is, no matter what
20 FIAT says, a cycle detection." *Id.* VM Motori regularly admitted that the T_Eng function
21 employed "cycle detection" (12/2011 correspondence—FCA-MDL-000168161); "cycle
22 recognition" (1/2012 correspondence—FCA-MDL-000377513; FCA-MDL-000377513_T001
23 (English translation)); and "cycle beating" (02/2013 correspondence—FCA-MDL-000430441-44;

06/2013—FCA-MDL-000295256). Pasini also understood that this AECD was not being disclosed to the EPA. FCA-MDL-000377499; FCA-MDL-000377499_T001-02 (English translation). In a May 2013 email, for example, Pasini told more than a dozen of his VM Motori colleagues that the T_Eng function was not active during emission testing and “has not been declared to regulators.” *Id.*

1420. Fiat Chrysler also knew that T_Eng was at an unacceptable AECD level, and critically, all the Defendants understood that it was necessary to achieve the desired fuel economy. In December 2011, VM Motori identified T_Eng as a “sort of ‘cycle detection’” to increase fuel economy (FCA-MDL-000168161) and said Fiat Chrysler gave them approval to use it (FCA-MDL-000377211). In January 2012, FCA Executive Bob Lee connected T_Eng to FCA’s objective of achieving greater fuel economy in a presentation entitled “Fuel Economy Status Target.” FCA-MDL-000000116. In February 2012, VM Motori directed Bosch to implement T_Eng, and told Bosch that VM Motori would explain to Fiat Chrysler that ***T_Eng was “what you need if you want 30 mpg.”*** FCA-MDL-000015652 (emphasis added). Fiat Chrysler later explored ideas to replace T_Eng with a different strategy, but it abandoned that process after ***VM Motori informed*** FCA’s Diesel Calibration Manager that the “F[uel] E[conomy] impact [of replacing T_Eng] is ***probably around 2 mpg highway.***” FCA-MDL-000430044 (emphasis added). In an email sent the next day, VM Motori’s Emanuele Palma told colleagues that “***Chrysler knows tEng is the only way to get to 30 mpg, so don’t worry about this topic.***” *Id.* (emphasis added).

1421. Like VM Motori and Fiat Chrysler, Bosch also knew that T_Eng was an AECD that likely qualified as “defeat device” under applicable regulations. FCA-MDL-000015652. In February 2012, Bosch warned VM Motori that T_Eng is an emissions “defeat device” and that they risked “serious penalties” if regulators found T_Eng to be cycle detection. *Id.* VM Motori

1 refused to abandon T_Eng, however, and told Bosch “we are working closely with Chrysler [and]
2 the feedback we’ve had so far about [using T_Eng] is positive.” *Id.* The same month, Bosch sought
3 to limit its liability from VM Motori’s use of T_Eng, and even considered asking VM Motori to
4 sign a risk release. RBL-MDL2777-PE-300402775-78. Yet, Bosch not only incorporated T_Eng
5 into the emissions software for the Subject Vehicles (FCA-MDL-000351953), Bosch appears to
6 have gone so far as to have advised VM Motori not to disclose T_Eng to regulators, if it planned
7 to use the function (*see, e.g.*, RBL-MDL2777-PE-300530521-23). Of course, this is exactly what
8 they did.

9 1422. On December 2, 2015, Morrie Lee of FCA Regulatory Affairs asked FCA Senior
10 Manager Emanuele Palma “[w]hat compelling or driving reason does a[n] [automobile
11 manufacturer] have to reduce EGR operation in the field?” FCA-MDL-000002857. Palma
12 responded simply: “**Low EGR** → low soot, good drivability, **F[uel] E[conomy]**.” *Id.* (emphasis
13 added). Two days later, Lee told the EPA that Fiat Chrysler’s failure to document T_Eng as an
14 AECD was “an oversight of understanding.” FCA-MDL-000002011. The documents cited herein
15 show otherwise.

16 2. SCR AECD Strategy: Dosing Disablement

17

18 1423. The SCR system uses DEF—a solution of urea and water—to convert NO_x into
19 harmless nitrogen and water after it exits the EGR system and before it is emitted from the tailpipe.
20 The part of the emissions system where this process occurs is called the SCR catalyst. In theory,
21 the SCR system injects or “doses” measured quantities of DEF into the exhaust stream based on a
22 software program that injects the right amount of DEF to neutralize the amount of NO_x being
23 emitted by the engine.

1 1424. However, Defendants employed the SCR AECDs to either reduce the DEF dosing
2 amount or shut it down entirely. With the DEF dosing reduced or disabled, the Subject Vehicles
3 emit more NOx.

4 1425. Reduced DEF dosing was important to Defendants for at least two reasons. First,
5 the more DEF the Subject Vehicles consumed, the more frequently consumers would have to refill
6 the DEF tank—an inconvenience that would make the vehicles less marketable. Second, by the
7 time the first Subject Vehicles hit the market, the Defendants realized that the chemicals in the
8 DEF were breaking down the materials in the SCR catalyst and causing these components to fail
9 prematurely, which could be mitigated by reducing DEF dosing (at the expense of increased
10 emissions).

11 1426. The Defendants relied heavily on an alternative DEF dosing mode called “online
12 dosing,” which limited the injection of DEF into the SCR catalyst, thereby compromising the SCR
13 system. The EPA identified this alternative dosing functionality as AECD 7.⁵³ Bosch and VM
14 Motori first discussed “online dosing” in March 2011. FCA-MDL-000281212-14. Both parties
15 acknowledged that, if used, online dosing would have to be disclosed as an AECD. *Id.* (“online
16 dosing . . . could also be used outside cert cycle [but] needs to be declared at CARB”). Yet, in
17 November 2012, Bosch implemented a software change to prevent online dosing from activating
18 during EGR diagnostic monitoring (RBL-MDL2777-PE-300068645-48), and in February 2013,
19 Kasser Jaffri of FCA’s On Board Diagnostic group expressed concern to VM Motori that CARB
20 might see online dosing as “cycle beating” (FCA-MDL-000430441). Jaffri concluded that, if
21 applied, online dosing would have to be disclosed as an AECD. FCA-MDL-000478134 (“Chrysler

⁵³ Defendants also employed related strategies to reduce DEF dosing, including tying the dosing to SCR adaptation (the process by which the SCR system modifies the dosing rate based on in-use monitoring) (FCA-MDL-000383765), and the load governor (the component that controls the flow of DEF into the SCR catalyst) (FCA-MDL-000750062).

1 will request an AECD for [online dosing]”). It did not do so.

2 1427. VM Motori then told Fiat Chrysler in March 2013 that it was not going to use the
3 online dosing strategy. FCA-MDL-000433186. They used it anyway. In September 2013, Jaffri
4 reported to FCA Senior Manager Dan Hennessey, head of the On Board Diagnostic group, that
5 online dosing was (1) active in the vehicles; (2) had not been disclosed to CARB or the EPA; and
6 (3) “reduces the conversion efficiency effectiveness,” thereby resulting in increased NOx
7 emissions. FCA-MDL-000740696. Understandably, Jaffri observed that this “continues to be an
8 area of concern.” *Id.* He also told Hennessey that when online dosing was active, diagnostic
9 monitoring meant to track the performance of the SCR system “cannot be run,” because, if active,
10 the diagnostic monitoring would reveal that the SCR system was not functioning. *Id.*

11 1428. In September 2014, Fiat Chrysler senior management, including March Shost and
12 Dan Hennessey, received a presentation from Emanuele Palma entitled “WK/DS MY15 DEF
13 dosing strategy.” One slide in that presentation labeled “online dosing strategy” noted that Fiat
14 Chrysler’s competitors were using online dosing and that Fiat Chrysler could too—but, critically,
15 that the dosing strategy needed “to be agreed with the agencies.” FCA-MDL-000417114-25. No
16 such agreement was reached, as Fiat Chrysler never disclosed the functionality.

17 1429. In July 2015, Fiat Chrysler acknowledged that tests conducted on the Model Year
18 2014 Subject Vehicles showed that the vehicles were not meeting NOx emissions standards
19 because the SCR catalysts—which Bosch provided for the Subject Vehicles (RBL-MDL2777-PE-
20 300160491-504) were failing (FCA-MDL-000713128). In a presentation given that month entitled
21 “SCR Catalyst Responsibility Share,” Bosch noted in its “investigation history” chronology that it
22 began to investigate the SCR catalyst as the reason FCA development vehicles were experiencing

1 excess NOx emissions in February 2013. RBL-MDL2777-PE-300166279-362. The investigation
 2 chronology further identified a “dosing calibration strategy change” to reduce dosing rates. *Id.*
 3 Bosch admitted that VM Motori made the change on Bosch’s recommendation. *Id.*

4 1430. In sum, the Defendants all knew that the Subject Vehicles contained undisclosed
 5 apparatuses that reduced or disabled the emissions control systems in real-world driving
 6 conditions, and they knew that without those undisclosed apparatuses, the Subject Vehicles could
 7 not deliver the fuel economy and performance that Fiat Chrysler promised. Defendants concealed
 8 this fact from consumers and regulators and, in so doing, cheated Plaintiffs of the vehicles they
 9 thought they were buying.

10 **IV. “DIESELGATE” SCANDALIZES THE GLOBAL AUTO** 11 **INDUSTRY.**

12 1431. The world was shocked to learn that Volkswagen had manufactured over 11 million
 13 diesel cars that were on the roads in violation of European emission standards, and over 565,000
 14 vehicles operating in the United States in violation of EPA and state emission standards. But
 15 Volkswagen was not the only one.

16 1432. In the wake of the Volkswagen “defeat device” scandal, scientific literature and
 17 reports and testing indicate that many other so-called “clean diesel” vehicles emit far more
 18 pollution on the road than in lab tests.⁵⁴ The EPA has since widened its probe of diesel emissions

⁵⁴ The EPA’s Sept. 18, 2015, Notice of Violation to Volkswagen Group of America, Inc., available at <https://www.epa.gov/sites/production/files/2015-10/documents/vw-nov-caa-09-18-15.pdf>. As detailed therein, software detects when the vehicle is undergoing official emission testing and turns full emission controls on only during the test. But otherwise, while the vehicle is running, the emission controls are suppressed. This results in cars that meet emission standards in the laboratory or at the state testing station, but during normal operation they emit NOx at up to 40 times the standard allowed under U.S. laws and regulations. Volkswagen has admitted to installing a defeat device in its diesel vehicles.

1 to include the Subject Vehicles at issue here.

2 1433. In May 2015, a study conducted on behalf of the Dutch Ministry of Infrastructure
3 and the Environment found that all sixteen (16) diesel vehicles made by different manufacturers,
4 when tested, emitted significantly more NOx on real-world trips but nevertheless passed laboratory
5 tests. The report concluded that “[i]n most circumstances arising in normal situations on the road,
6 the system scarcely succeeded in any effective reduction of NOx emissions.”⁵⁵

7 1434. The report further remarked:

8 It is remarkable that the NOx emission under real-world conditions
9 exceeds the type approval value by [so much]. It demonstrates that the
10 settings of the engine, the EGR [(exhaust gas recirculation)] and the SCR
11 during a real-world test trip are such that they do not result in low NOx
12 emissions in practice. In other words: ***In most circumstances arising in normal***
13 ***situations on the road, the systems scarcely succeed in any effective reduction***
14 ***of NOx emissions.***⁵⁶
15

16
17 The lack of any “effective reduction of NOx emissions” is devastating to “clean diesel”
18 advertising, including that for the Subject Vehicles at issue here.

19 1435. Other organizations are beginning to take notice of the emission deception. The
20 Transportation and Environment (“T&E”) organization, a European group aimed at promoting
21 sustainable transportation, compiled data from “respected testing authorities around Europe.” T&E
22 stated in September 2015 that real-world emission testing showed drastic differences from
23 laboratory tests, such that models tested emitted more pollutants on the road than in the lab. “For
24 virtually every new model that comes onto the market the gap between test and real-world

⁵⁵ *Detailed investigations and real-world emission performance of Euro 6 diesel passenger cars*, TNO innovation for life TNO Report, TNO 2015 R10702 (May 18, 2015), <http://publications.tno.nl/publication/34616868/a1Ug1a/TNO-2015-R10702.pdf>.

⁵⁶ *Id.* at 6 (emphasis added).

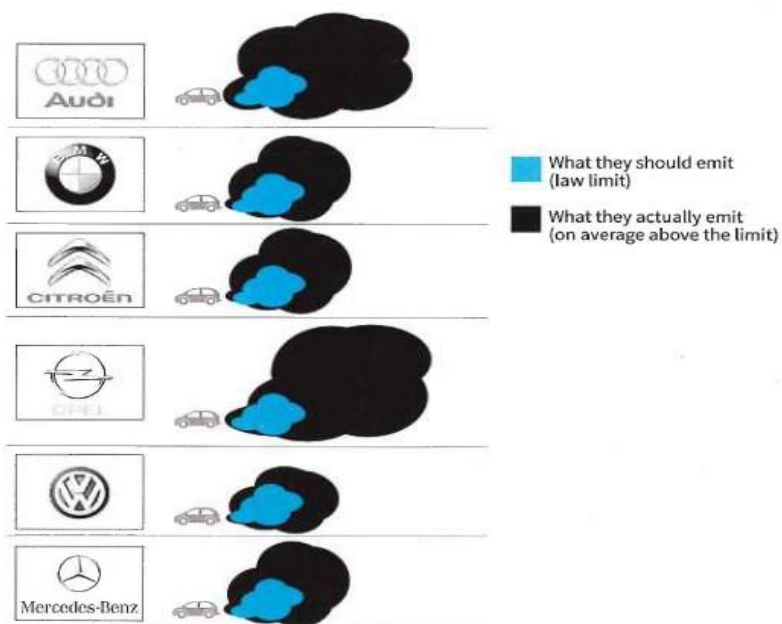
performance leaps,” the report asserts.⁵⁷

1436. In a summary report, T&E graphically depicted the widespread failure of most manufacturers to meet emission standards:⁵⁸

2. The problem is endemic across the car industry – but the performance of individual models and manufacturers varies widely

In tests by the ICCT¹ 12 out of 13 modern diesel cars failed to achieve the Euro 6 limit in on the road. The worst vehicle, an Audi, emitted 22 times the allowed limit. Emissions are highest in urban areas where most people are exposed to the pollution. On average a new diesel car emits **over** 800mg/km of nitrogen oxides driving in town compared to the limit of 80mg/km. Data obtained on around 20 modern diesel cars by T&E shows every major manufacturer is selling cars that fail to meet Euro 6 limits on the road. A minority of vehicles do meet the limits – but most don't. This is because the industry uses cheaper less effective exhaust treatment systems or fails to configure the best systems in a way that minimizes emissions. The cost of a modern diesel after treatment system is just €300.

Above and beyond the safe limit



Source: T&E

Transport & Environment

⁵⁷ VW's cheating is just the tip of the iceberg, Transport & Environment (Sept. 21, 2015), <http://www.transportenvironment.org/publications/vw%E2%80%99s-cheating-just-tip-iceberg>.

⁵⁸ Five facts about diesel the car industry would rather not tell you, Transport & Environment (Sept. 2015), http://www.transportenvironment.org/sites/te/files/publications/2015_09_Five_facts_about_diesel_FINAL.pdf.

1 1437. The T&E report found that the current system for testing cars in a laboratory
2 produces “meaningless results,” because manufacturers like Fiat Chrysler can engineer their cars
3 to “pass” the laboratory tests but emit many times as much pollution under normal driving
4 conditions.⁵⁹

5 1438. Emissions Analytics is a U.K. company formed to “overcome the challenge of
6 finding accurate fuel consumption and emission figures for road vehicles.” With regard to its recent
7 on-road emission testing, the company explains:

8 [I]n the European market, we have found that real-world emissions
9 of the regulated nitrogen oxides are four times above the official level, determined
10 in the laboratory. Real-world emissions of carbon dioxide are almost one-third
11 above that suggested by official figures. For car buyers, this means that fuel
12 economy on average is one quarter worse than advertised. This matters, even if no
13 illegal activity is found.⁶⁰

16 V. DEFENDANTS ARE CAUGHT CHEATING.

17 A. Testing Reveals Cheating.

18 1439. In late 2016 testing was done of the 2015 Ram 1500 pickup using a Portable
19 Emissions Measurement System (“PEMS”). Testing revealed that FIAT Chrysler also cheated in
20 that it had concealed the fact that the Ram 1500 spews more than the legal amount of emissions
21 and fails to meet its own “no NOx” out-of-the-tailpipe promise.

22 1440. The applicable standard both at the federal and state level is 50 mg/mile of NOx for
23 “FTP Style” driving: *i.e.*, city driving. Testing was conducted with a PEMS unit to simulate driving
24 conditions under both the FTP certification cycle and the highway certification cycle. The Ram

⁵⁹ *Id.*

⁶⁰ Emissions Analytics Press Release, (Sept. 28, 2015), available at <http://www.abvwc.com/home/emissions-analytics>, last accessed July 19, 2017).

1 1500 emits an average of 159 mg/mile of NO_x and a maximum of 1,283 mg/mile on flat roads,
2 and 222 mg/mile of NO_x with a maximum of 1,859 mg/mile on hills. For highway driving, the
3 average was 232 mg/mile and a maximum of 1,615 mg/mile, compared to the 70 mg/mile standard.
4 On hills, the numbers are 353 mg/mile and 3,240 mg/mile. Testing also revealed a device triggered
5 by ambient revealed the presence of a device that is triggered when ascending hills, as the emission
6 control system temperature that significantly degrades the performance of the NO_x emission
7 reduction system, with ambient threshold temperatures above approximately 95°F and below 40-
8 50°F. The resulting NO_x emissions increase by a factor of 10 when above or below these threshold
9 temperatures. Testing also appears to be significantly degraded after a short period of steady
10 driving on hills. As a result, NO_x emissions increase after about 500-1000 seconds on hills with
11 grades as low as 1%, where emissions are often 10 times the highway standard. For grades as little
12 as 0.4%, emissions were found to be as high as 6 times the highway standard.

13 1441. The Ram 1500's emission software is a "Bosch EDC17," as is the Jeep Grand
14 Cherokee's emission software. The same basic emission system is in the Grand Cherokee
15 EcoDiesel® and the engines are identical.

16 1442. In separate testing, a 2014 Ram 1500 equipped with an EcoDiesel® engine and
17 featuring SCR NO_x after-treatment technology was tested on a chassis dynamometer as well as on
18 the road. In both scenarios, gaseous exhaust emissions, including oxides of nitrogen (NO_x),
19 nitrogen oxide (NO), carbon monoxide (CO), carbon dioxide (CO₂), and total hydrocarbons
20 (THC) were measured on a continuous basis using a PEMS from Horiba®.

21 1443. The tests showed significantly increased NO_x emissions during on-road testing as
22 opposed to testing on a chassis dynamometer (*i.e.*, in the laboratory). On the road, over an

1 urban/suburban route, the vehicle produced average NO_x emissions that exceeded federal
 2 certification standards by approximately 15-19 times. When tested on a highway, the average NO_x
 3 emissions measured *35 times* the EPA Tier 2 Bin 5 standard.

4
 5 **B. The EPA Issues A Notice of Violation to Fiat and FCA.**

6 1444. On January 12, 2017, the EPA issued a NOV to Fiat and FCA for failing to justify
 7 or disclose defeat devices in model year 2014–2016 Ram 1500 EcoDiesel® and 2014–2016 Jeep
 8 Grand Cherokee EcoDiesel® vehicles (the Subject Vehicles at issue here). CARB also issued a
 9 Notice of Violation to Fiat and FCA. Since then, the EPA, by and through the Department of
 10 Justice, has sued Fiat, FCA, VM Italy, and VM America for violations of the CAA.

11 1445. The EPA’s NOV and lawsuit arose in part from emission testing performed by the
 12 EPA at the National Vehicle and Fuel Emissions Laboratory. The EPA performed this testing
 13 “using driving cycles and conditions that may reasonably be expected to be encountered in normal
 14 operation and use, for the purposes of investigating a potential defeat device.”

15 1446. The EPA identified at least eight AECDs in the Subject Vehicles that were
 16 concealed on COC applications:

- 17
- AECD 1 (Full EGR Shut-Off at Highway Speed)
 - AECD 2 (Reduced EGR with Increasing Vehicle Speed)
 - AECD 3 (EGR Shut-off for Exhaust Valve Cleaning)
 - AECD 4 (DEF Dosing Disablement during SCR Adaptation)
 - AECD 5 (EGR Reduction due to Modeled Engine Temperature)
 - AECD 6 (SCR Catalyst Warm-Up Disablement)

- AECD 7 (Alternative SCR Dosing Modes)
- AECD 8 (Use of Load Governor to Delay Ammonia Refill of SCR Catalyst)

1447. The EPA testing found that “some of these AECDs appear to cause the vehicle to perform differently when the vehicle is being tested for compliance with the EPA emission standards using the Federal emission test procedure (e.g., FTP, US06) than in normal operation and use.” For example:

a. AECD 3, when combined with either AECD 7 or AECD 8, disables the EGR system without increasing the effectiveness of SCR system. Under some normal driving conditions, this disabling reduces the effectiveness of the overall emission control system. The AECD 3 uses a timer to shut off the EGR, which does not appear to the EPA to meet any exceptions to the regulatory definition of “defeat device.”

b. AECD 5 & 6 together reduce the effectiveness of the NOx emission control system, using a timer to discontinue warming of the SCR after-treatment system, which reduces its effectiveness.

c. AECD 4, particularly when combined with AECD 8, increases emissions of tailpipe NOx during normal vehicle operation and use. The operation of AECD 1, AECD 2, and/or AECD 5 increase the frequency of occurrence of AECD 4.

d. AECDs 7 & 8 work together to reduce NOx emissions during variable-grade and high-load conditions.

1448. The EPA further found that Fiat and FCA did not disclose or justify these control devices in their COC applications, as required by EPA regulations, and that Fiat and FCA were therefore in violation of the CAA each time they sold, offered for sale, introduced in commerce, or imported one of the approximately 103,828 Subject Vehicles. The EPA is now seeking injunctive relief and penalties.

C. Bosch Software Documentation Further Verifies the Violations

1449. Researchers have obtained Bosch software documentation describing the functions, modules, structure, variables and calibration parameters believed to be installed in Subject

Vehicles. The documentation is over 10,000 pages long and contains hundreds of functions and thousands of variables developed by Bosch that describe the operation of the engine. These parameters and functions correlate with many of the violations alleged by the EPA and CARB. Critically, these functions, designed and implemented by Bosch, have elements that have no legitimate purpose in normal use. At the same time, these same elements, when enabled, allow the functions to reduce the effectiveness of emission controls in real world driving conditions, but not during an emission test cycle.

1. AECDs 1 and 2: Reducing or Disabling EGR at Highway Speeds

1450. The function named “*AirCtl_RatDesValCalc*” described in the Bosch documentation as “*Exhaust gas recirculation control - EGR ratio setpoint calculation*” is used to calculate the desired EGR rate. The software documentation contains figures with flow diagrams describing the inputs, outputs, and calculation performed by this software function. Bosch has included vehicle speed as an input used by the EGR control function to modify the EGR rate (and, thus, NOx emission). Vehicle speed is notable because there is no legitimate reason for the EGR rate to depend directly on vehicle speed.

1451. By allowing EGR rate to depend directly on vehicle speed, Bosch provided a means by which Fiat and FCA could reduce the effectiveness of the emission control system under conditions which may reasonably be expected to be encountered in normal vehicle operation and use. This function may be, and is likely to have been, used to implement the undisclosed AECDs 1 and 2 identified in the EPA NOV to Fiat and FCA.

2. AECD 3: EGR Shut-Off for Exhaust Valve Cleaning

1452. AECD 3 identified in the EPA NOV has also been identified in Bosch’s software

documentation in the function named “*AirCtl_Mon*” described in the Bosch documentation as “*Exhaust gas recirculation control – Monitoring and shut-off.*” Bosch described this AECD as ostensibly providing a cleaning mechanism for the engine exhaust valves when the Subject Vehicle is in overrun (*i.e.*, the engine is turning without combustion, such as when the vehicle is going downhill). To accomplish this cleaning, the function created by Bosch closes the EGR valve (turning off EGR), so a “huge gush of clean air” can remove deposits. However, Bosch also programmed a software switch (named “*AirCtl_swtOvrRunOff_C*”) that allowed Fiat and FCA to enable exhaust valve cleaning in normal (non-overrun) operation, effectively disabling EGR.

1453. Together with an activation delay added by Bosch—controlled by *AirCtl_tiEngRunDrvCycMin_C*, which is described as “*Calibration time after which exhaust valve cleaning routine can start*”—the *AirCrl_Mon* function can be readily used as a defeat device. To do so, Bosch would calibrate the ECU to enable valve cleaning in outside of overrun (*AirCtl_swtOvrRunOff_C* = TRUE), but only after the duration of a typical emission test cycle (*AirCtl_tiEngRunDrvCycMin_C* = 1800 seconds). This would disable EGR after an emission test cycle, resulting in increased NOx emission. This function may be, and is likely to have been, used to implement undisclosed AECD 3 identified in in the EPA and CARB NOV's.

3. AECD 7: Alternative SCR Dosing Modes

1454. Bosch included a timer in another function, without a legitimate purpose. The Bosch function named “*SCRFFC_Main*,” described in documentation as “*Calculation of the NH3 precontrol quantity*” has an input variable timer entitled “*CoEng_tiNormal*,” which holds the time duration since the engine was started. This variable can be used to reduce SCR efficiency, and, therefore, increase NOx emission, after a certain time has elapsed. In particular, this timer may be set to the duration of a typical emission test cycle. There is no legitimate reason for SCR control

1 to depend directly on the time duration since engine start. By making SCR control depend directly
2 on time duration since engine start, however, Bosch has provided a means by which Fiat and FCA
3 could reduce the effectiveness of the emission control system in real world driving conditions. This
4 function may be, and is likely to have been, used to implement undisclosed AECD 7 identified in
5 the EPA and CARB NOVs.

6
7 **D. West Virginia University Testing of the Subject Vehicles**

8 1455. Beginning in 2015, researchers at the West Virginia University Center for
9 Alternative Fuels, Engines, and Emissions—the same researchers instrumental in uncovering
10 Volkswagen’s fraud—tested 5 model year 2014 and 2015 vehicles produced by FCA. The test
11 vehicles comprised the Subject Vehicles at issue here: Jeep Grand Cherokees and Ram 1500 diesel
12 vehicles, all equipped with the 3.0L EcoDiesel® engine and featuring SCR NOx after-treatment
13 technology.⁶¹

14 1456. All test vehicles were evaluated on a vehicle chassis dynamometer representing the
15 test conditions for regulatory compliance. Each vehicle was also tested over-the-road using a
16 PEMS device during a variety of driving conditions including urban/suburban and highway
17 driving.

18 1457. One of the Jeep Grand Cherokees and one of the Ram 1500 vehicles was tested
19 prior to, as well as after, a mandatory vehicle recall in April 2016 – the “R69 recall” – which
20 included a software “reflash” by FCA that concerned the vehicles’ emission control systems.

⁶¹ Marc C. Besch, Sri Hari Chalagalla, and Dan Carder, *On-Road & Chassis Dynamometer Testing of Light-Duty Diesel Passenger Cars*, Center for Alternative Fuels, Engines, and Emissions, West Virginia University, available at <http://www.cafee.wvu.edu/files/d/c586c1dd-b361-410d-a88d-34e8834eda6/testing-of-light-duty-diesel-passenger-cars.pdf> (last accessed July 19, 2017). . .

1 1458. Results indicated that both Jeep Grand Cherokee in MY 2014 exhibited
2 significantly increased NOx emissions during on-road operation as compared to the results
3 observed through testing on the chassis dynamometer. For MY 2015, Jeep vehicles produced from
4 4 to 8 times more NOx emissions during urban/rural on-road operation than the certification
5 standard, while Ram 1500 vehicles emitted approximately 25 times the NOx permitted by EPA
6 Tier2-Bin5 standard for highway driving conditions.

7 1459. The researchers noted that for the vehicles tested post-recall using the
8 dynamometer, NOx emissions were similar or slightly lower than that observed for vehicles tested
9 pre-recall. But on-road emissions were still very different from emissions observed through chassis
10 dynamometer testing, even though they were slightly improved from the levels observed during
11 pre-recall testing.

12 **E. European Investigation and Testing**

13 1460. Fiat Chrysler and Bosch have both found themselves in trouble with German
14 regulators in the wake of the Volkswagen scandal.

15 1461. German prosecutors have launched an investigation into Bosch, reportedly raiding
16 Bosch's offices in Stuttgart.⁶² In April 2016, Bosch GmbH representatives met with Germany's
17 Federal Motor Transport Authority ("KBA") on at least two occasions. In an April 14, 2016,
18 meeting, Bosch admitted there were a number of anomalies in the calibration of its engine control
19 units provided to Fiat Chrysler for diesel vehicles sold in Europe. Bosch confirmed that it had
20 delivered the control units for the vehicles as well as the associated software and that Bosch
21 employees had integrated the emission-related applications into the software. Bosch admitted that

⁶² See Edward Taylor, *Stuttgart prosecutor targets Bosch in Daimler diesel investigation*, Reuters (May 26, 2017), <http://www.reuters.com/article/us-daimler-emissions-bosch-idUSKBN18M172>.

1 the software reduced the EGR rate and the regeneration of NSC (NO_x storage catalyst) after an
 2 elapsed period of driving time or number of cycles. Specifically, 22 minutes after the start of the
 3 engine (the estimated duration of emission testing), the software reduced the EGR rate to nearly
 4 zero and de-activated NSC regeneration. Another trigger for de-activation of the NSC regeneration
 5 occurred after the vehicle had been driven a distance of 100 kilometers. Bosch confirmed that the
 6 NO_x emissions for the vehicles exceeded the legal limits by a factor of 4-5. The KBA's takeaway
 7 from its meetings with Bosch was there is a defeat device in the vehicles and Bosch shared
 8 responsibility for the defeat device with Fiat Chrysler. Media reports have confirmed the same.⁶³

9 1462. After the meeting with Bosch, the KBA performed testing on the Fiat diesel
 10 vehicles and confirmed that the emission controls were disabled after 22 minutes of driving time,
 11 causing the vehicles to emit more than 10 times the legal limit of NO_x. The KBA concluded that
 12 the vehicles were designed to cheat on emission tests, which normally run for about 20 minutes.⁶⁴
 13 As a result, the KBA's transport minister announced: "We will need to carry out further tests on
 14 Fiat models."⁶⁵ In August 2016, the German government formally concluded that Fiat vehicles
 15 sold in the EU had used defeat devices.

16 1463. More recently, a 17-page long-form article published by the German weekly
 17 investigative news magazine *Der Spiegel*, on April 20, 2018, details the central role Bosch played
 18 in the "diesel scandal." The article reports that prosecutors in Germany are investigating Bosch for

⁶³ Media reports similarly said that Bosch had confirmed to German regulators that certain Fiat vehicles were cheating on emission testing. See, e.g., *Sueddeutsche Zeitung*, Apr. 22, 2016, "Fiat Is Next to be Accused"; *Test of Fiat diesel model shows irregular emissions: Bild am Sonntag*, Reuters (Apr. 24, 2016), <http://www.reuters.com/article/us-fiat-emissions-germany-idUSKCN0XL0MT>; David Tracy, *Here's How Fiat Might also be Cheating on Emissions Tests: Report*, Jalopnik (Apr. 25, 2016), <http://jalopnik.com/heres-how-fiat-might-also-be-cheating-on-emissions-test-1772948181>.

⁶⁴ *Test of Fiat diesel model shows irregular emissions: Bild am Sonntag*, *supra* note 61.

⁶⁵ *Here's How Fiat Might also be Cheating on Emissions Tests: Report*, *supra* note 61.

1 providing and programming illegal software for use in Fiat vehicles, among many others.⁶⁶

2
3 **F. Joint University of California, San Diego and German Study of the**
4 **Fiat 500X**

5 1464. The testing of European regulators has been confirmed by independent testing
6 conducted here in the United States. A recent peer-reviewed study by researchers at the University
7 of California, San Diego and Ruhr-Universität Bochum in Germany analyzed firmware in the EDC
8 Unit 17 of the Fiat 500X and found a defeat device affecting the logic governing NOx storage
9 catalyst regeneration.⁶⁷ Unlike the Volkswagen defeat device, the researchers found that the
10 mechanism in the Fiat 500X relied on timing, reducing the frequency of NSC approximately 26
11 minutes and 40 seconds after the engine was started. (By reducing the frequency of NOx storage
12 catalyst regeneration, a manufacturer can improve fuel economy and increase the service life of
13 the diesel particulate filter, at the cost of increased NOx emissions.)

14 1465. According to the study, the conditions used to determine when to regenerate the
15 NSC were duplicated, and each set of conditions could start a regeneration cycle. The researchers
16 obtained Bosch copy-righted documentation for a Fiat vehicle, which described two sets of
17 conditions using the terms “during homologation cycle” and “during real driving.” The term
18 “homologation” is commonly used in Europe to describe the process of testing an automobile for
19 regulatory conformance. Bosch’s authorship of the document and use of the terms “homologation
20 [testing]” and “real driving” to describe the regeneration conditions demonstrate that it not only

⁶⁶ Frank Dohmen, et al., *A Sinister Alliance: The automobile supplier Bosch is on its way to taking center stage in the Diesel scandal*, Der Spiegel, Issue 17 (April 20, 2018), https://magazin.spiegel.de/SP/2018/17/156941296/index.html?utm_source=spon&utm_campaign=vorab (paywall, German language).

⁶⁷ Moritz Contag, et al., *How They Did It: An Analysis of Emission Defeat Devices in Modern Automobiles*, *supra* note 15.

1 created the mechanism for Fiat Chrysler but was also aware of the mechanism's intended purpose
2 of circumventing emission testing.

3 1466. Together, these facts reveal that Defendants have fraudulently concealed the
4 functions of its emission control technology from regulators and consumers alike. Further, they
5 demonstrate that Fiat Chrysler's claims about its EcoDiesel® Subject Vehicles as "clean diesel"
6 with "ultralow emissions" and "no NOx" emitted through the tailpipe is false or misleading.

7 8 **VI. THE DAMAGE CAUSED BY DEFENDANTS' DIRTY DIESEL SCHEME**

9 1467. Plaintiffs paid a significant premium for the EcoDiesel features that FCA falsely
10 advertised. Indeed, consumers paid between \$3,120 and \$5,000 more for the EcoDiesel option than
11 for the comparable gasoline vehicles.⁶⁸ In return, FCA promised power, performance, fuel
12 economy, and environmental friendliness (and vehicles that were legal to drive). FCA could not
13 deliver on that promise. Plaintiffs suffered significant harm as a result.

14 1468. FCA may not be able to bring the Subject Vehicles into compliance with emissions
15 standards. If that is the case, those vehicles will have to be removed from the road.

16 1469. But even if FCA can bring the Subject Vehicles into compliance with emission
17 standards, it will not be able to do so without substantially degrading their performance
18 characteristics, including their horsepower and/or fuel efficiency and/or maintenance
19 requirements. Consequently, Plaintiffs will not possess the vehicles they thought they purchased

⁶⁸ John Lamm, 2014, *Jeep Grand Cherokee EcoDiesel® V-6, First Drive Review*, Car and Driver (February 2013), <http://www.caranddriver.com/reviews/2014-jeep-grand-cherokee-ecodiesel-v-6-first-drive-review>; Andrew Wendler, 2015, *Ram 1500 EcoDiesel® 4x4, Instrumented Test*, Car and Driver (August 2015), <http://www.caranddriver.com/reviews/2015-ram-1500-4x4-ecodiesel-4x4-test-review>.

and will not have received the benefit of the bargain. This will also result in a diminution in value of every Subject Vehicle, and it will cause owners and lessees of Subject Vehicles to pay more for the use of their Subject Vehicles.

1470. Assuming, for the sake of argument, that the Subject Vehicles could be brought into compliance with emission standards without any material degradation to performance or maintenance characteristics—and if that were the case, it begs the question as to why FCA cheated in the first place—Plaintiffs would still have been deprived of the benefit of the bargain for all the years they owned and/or leased the Subject Vehicles that could not and did not deliver all of the characteristics for which Plaintiffs paid a premium, and were not compliant with U.S. law.

1471. In sum, had regulators or the public known the true facts, Plaintiffs would not have purchased or leased the Subject Vehicles (in fact, they could not have legally been sold), or would have paid substantially less for them.

ACTION ALLEGATIONS

I. DEFINITIONS

1472. Plaintiffs seek to represent the following Plaintiffs as well as any Plaintiffs that may be added to the complaint at a later date:

Alabama State:

All persons or entities named herein that purchased or leased a Subject Vehicle within Alabama or that purchased or leased a Subject Vehicle and reside in Alabama.

Alaska State:

All persons or entities named herein that purchased or leased a Subject Vehicle within Alaska or that purchased or leased a Subject Vehicle and reside in Alaska.

Arizona State:

All persons or entities named herein that purchased or leased a Subject Vehicle within Arizona or that purchased or leased a Subject Vehicle and reside in Arizona.

Arkansas State:

All persons or entities named herein that purchased or leased a Subject Vehicle within Arkansas or that purchased or leased a Subject Vehicle and reside in Arkansas.

California State:

All persons or entities named herein that purchased or leased a Subject Vehicle within California or that purchased or leased a Subject Vehicle and reside in California.

Colorado State:

All persons or entities named herein that purchased or leased a Subject Vehicle within Colorado or that purchased or leased a Subject Vehicle and reside in Colorado.

Connecticut State:

All persons or entities named herein that purchased or leased a Subject Vehicle within Connecticut or that purchased or leased a Subject Vehicle and reside in Connecticut.

Delaware State:

All persons or entities named herein that purchased or leased a Subject Vehicle within Delaware or that purchased or leased a Subject Vehicle and reside in Delaware.

District of Columbia:

All persons or entities named herein that purchased or leased a Subject Vehicle within the District of Columbia or that purchased or leased a Subject Vehicle and reside in the District of Columbia.

Florida State:

All persons or entities named herein that purchased or leased a Subject Vehicle within Florida or that purchased or leased a Subject Vehicle and reside in Florida.

Georgia State:

All persons or entities named herein that purchased or leased a Subject Vehicle within Georgia or that purchased or leased a Subject Vehicle and reside in Georgia.

Hawaii State:

All persons or entities named herein that purchased or leased a Subject Vehicle within Hawaii or that purchased or leased a Subject Vehicle and reside in Hawaii.

Idaho State:

All persons or entities named herein that purchased or leased a Subject Vehicle within Idaho or that purchased or leased a Subject Vehicle and reside in Idaho.

Illinois State:

All persons or entities named herein that purchased or leased a Subject Vehicle within Illinois or that purchased or leased a Subject Vehicle and reside in Illinois.

Indiana State:

All persons or entities named herein that purchased or leased a Subject Vehicle within Indiana or that purchased or leased a Subject Vehicle and reside in Indiana.

Iowa State:

All persons or entities named herein that purchased or leased a Subject Vehicle within Iowa or that purchased or leased a Subject Vehicle and reside in Iowa.

Kansas State:

All persons or entities named herein that purchased or leased a Subject Vehicle within Kansas or that purchased or leased a Subject Vehicle and reside in Kansas.

Louisiana State:

All persons or entities named herein that purchased or leased a Subject Vehicle within Louisiana or that purchased or leased a Subject Vehicle and reside in Louisiana.

Maine State:

All persons or entities named herein that purchased or leased a Subject Vehicle within Maine or that purchased or leased a Subject Vehicle and reside in Maine.

Maryland State:

All persons or entities named herein that purchased or leased a Subject Vehicle within Maryland or that purchased or leased a Subject Vehicle and reside in Maryland.

Massachusetts State:

All persons or entities named herein that purchased or leased a Subject Vehicle within Massachusetts or that purchased or leased a Subject Vehicle and reside in Massachusetts.

Michigan State:

All persons or entities named herein that purchased or leased a Subject Vehicle within Michigan or that purchased or leased a Subject Vehicle and reside in Michigan.

Minnesota State:

All persons or entities named herein that purchased or leased a Subject Vehicle within Minnesota or that purchased or leased a Subject Vehicle and reside in Minnesota.

Mississippi State:

All persons or entities named herein that purchased or leased a Subject Vehicle within Mississippi or that purchased or leased a Subject Vehicle and reside in Mississippi.

Missouri State:

All persons or entities named herein that purchased or leased a Subject Vehicle within Missouri or that purchased or leased a Subject Vehicle and reside in Missouri.

Montana State:

All persons or entities named herein that purchased or leased a Subject Vehicle within Montana or that purchased or leased a Subject Vehicle and reside in Montana.

Nebraska State:

All persons or entities named herein that purchased or leased a Subject Vehicle within Nebraska or that purchased or leased a Subject Vehicle and reside in Nebraska.

Nevada State:

All persons or entities named herein that purchased or leased a Subject Vehicle within Nevada or that purchased or leased a Subject Vehicle and reside in Nevada.

New Hampshire State:

All persons or entities named herein that purchased or leased a Subject Vehicle within New Hampshire or that purchased or leased a Subject Vehicle and reside in within New Hampshire.

New Jersey State:

All persons or entities named herein that purchased or leased a Subject Vehicle within New Jersey or that purchased or leased a Subject Vehicle and reside in New Jersey.

New Mexico State:

All persons or entities named herein that purchased or leased a Subject Vehicle within New Mexico or that purchased or leased a Subject Vehicle and reside in New Mexico.

New York State:

All persons or entities named herein that purchased or leased a Subject Vehicle within New York or that purchased or leased a Subject Vehicle and reside in New York.

North Carolina State:

All persons or entities named herein that purchased or leased a Subject Vehicle within North Carolina or that purchased or leased a Subject Vehicle and reside in North Carolina.

North Dakota State:

All persons or entities named herein that purchased or leased a Subject Vehicle within North Dakota or that purchased or leased a Subject Vehicle and reside in North Dakota.

Ohio State:

All persons or entities named herein that purchased or leased a Subject Vehicle within Ohio or that purchased or leased a Subject Vehicle and reside in Ohio.

Oklahoma State:

All persons or entities named herein that purchased or leased a Subject Vehicle within

Oklahoma or that purchased or leased a Subject Vehicle and reside in Oklahoma.

Oregon State:

All persons or entities named herein that purchased or leased a Subject Vehicle within Oregon or that purchased or leased a Subject Vehicle and reside in Oregon.

Pennsylvania State:

All persons or entities named herein that purchased or leased a Subject Vehicle within Pennsylvania or that purchased or leased a Subject Vehicle and reside in Pennsylvania.

Rhode Island State:

All persons or entities named herein that purchased or leased a Subject Vehicle within Rhode Island or that purchased or leased a Subject Vehicle and reside in Rhode Island.

South Carolina State:

All persons or entities named herein that purchased or leased a Subject Vehicle within South Carolina or that purchased or leased a Subject Vehicle and reside in South Carolina.

South Dakota State:

All persons or entities named herein that purchased or leased a Subject Vehicle within South Dakota or that purchased or leased a Subject Vehicle and reside in South Dakota.

Tennessee State:

All persons or entities named herein that purchased or leased a Subject Vehicle within Tennessee or that purchased or leased a Subject Vehicle and reside in Tennessee.

Texas State:

All persons or entities named herein that purchased or leased a Subject Vehicle within Texas or that purchased or leased a Subject Vehicle and reside in Texas.

U.S. Territory:

All persons or entities named herein that purchased or leased a Subject Vehicle within a U.S. Territory or that purchased or leased a Subject Vehicle and reside in a U.S. Territory.

Utah State:

All persons or entities named herein that purchased or leased a Subject Vehicle within Utah or that purchased or leased a Subject Vehicle and reside in Utah.

Vermont State:

All persons or entities named herein that purchased or leased a Subject Vehicle within Vermont or that purchased or leased a Subject Vehicle and reside in Vermont.

Virginia State:

1 All persons or entities named herein that purchased or leased a Subject Vehicle within
2 Virginia or that purchased or leased a Subject Vehicle and reside in Virginia.

3
4 **Washington State:**

5 All persons or entities named herein that purchased or leased a Subject Vehicle within
6 Washington or that purchased or leased a Subject Vehicle and reside in Washington.

7
8 **West Virginia State:**

9
10 All persons or entities named herein that purchased or leased a Subject Vehicle within West
11 Virginia or that purchased or leased a Subject Vehicle and reside in West Virginia.

12 **Wisconsin State:**

13 All persons or entities named herein that purchased or leased a Subject Vehicle within
14 Wisconsin or that purchased or leased a Subject Vehicle and reside in Wisconsin.

15
16 **Wyoming State:**

17
18 All persons or entities named herein that purchased or leased a Subject Vehicle within
19 Wyoming or that purchased or leased a Subject Vehicle and reside in Wyoming.

20
21 **II. ESTOPPEL**

22 1473. Defendants were, and are, under a continuous duty to disclose to Plaintiffs the true
23 character, quality, and nature of the Subject Vehicles, including their emission systems and their
24 compliance with applicable federal and state law, particularly given their misleading advertising
25 statements. Instead, Defendants actively concealed the true character, quality, and nature of the
26 Subject Vehicles and knowingly made misrepresentations about the quality, reliability,
27 characteristics, and performance of the Subject Vehicles.

28 1474. Plaintiffs reasonably relied upon Defendants' active concealment of these facts that
29 rendered their statements misleading.

30 1475. Based on the foregoing, Defendants are estopped from relying on any statutes of
31 limitation in defense of this action.

CLAIMS FOR RELIEF

I. CLAIMS ASSERTED ON BEHALF OF THE NATIONWIDE PLAINTIFFS

**NATIONWIDE COUNT I
RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS ACT
("RICO") Violation of 18 U.S.C. § 1962(c)-(d)**

1476. Plaintiffs incorporate by reference each preceding paragraph as though fully set forth herein.

1477. Plaintiffs bring this action against Defendants Fiat, FCA, Marchionne, VM Italy, VM America, Bosch GmbH, and Bosch LLC (inclusively, for purpose of this Count, Defendants are referred to as "RICO Defendants").

1478. Fiat conducts its business—legitimate and illegitimate—through various affiliates and subsidiaries, like FCA, VM Italy, and VM America, each of which is a separate legal entity. The Bosch Group also conducts its business, both legitimate and illegitimate, through hundreds of companies, subsidiaries, and affiliates, including Bosch GmbH and Bosch LLC.⁶⁹ At all relevant times, each of the RICO Defendants has been a "person" under 18 U.S.C. § 1961(3) because each was capable of holding "a legal or beneficial interest in property."

1479. Section 1962(c) makes it "unlawful for any person employed by or associated with any enterprise engaged in, or the activities of which affect, interstate or foreign commerce, to conduct or participate, directly or indirectly, in the conduct of such enterprise's affairs through a pattern of racketeering activity." 18 U.S.C. § 1962(c).

1480. Section 1962(d) makes it unlawful for "any person to conspire to violate" Section

⁶⁹ See generally <https://www.bosch.com/bosch-group/> (last accessed on July 19, 2017).

1 1962(c), among other provisions. *See* 18 U.S.C. § 1962(d).

2 1481. As part of a strategy to expand its North American presence, in 2009, Fiat began its
3 acquisition of one of the “Big 3” U.S. automakers, Chrysler. In November of that year, acting CEO
4 Marchionne unveiled an ambitious 5-year plan to, among other things, roll out “more diesel
5 variants” of Jeep and to give Ram “Light duty (1500)” a “refresh/facelift.”⁷⁰

6 1482. By 2014, Fiat had become Fiat Chrysler Automobiles, Chrysler had become FCA,
7 and VM Motori, a longtime supplier, was now part of the Fiat Chrysler sprawling family of
8 affiliated companies. In May of that year, Marchionne announced another five-year plan at the
9 company’s Auburn Hills, Michigan, headquarters to increase Fiat Chrysler’s competitiveness
10 against global auto behemoths, such as Toyota, Volkswagen, and General Motors, by increasing
11 annual sales to seven million vehicles by 2018, up from 4.4 million in 2013.⁷¹ Integral to the
12 strategy was the expansion of the “Jeep portfolio” and updates to the “bread-and-butter Ram
13 1500,” including “diesel engines.”⁷²

14 1483. During this same time frame, emission standards in the United States were
15 ratcheting up. In contrast to other global automakers, like Toyota and Ford, which were focusing
16 on developing hybrid and electric cars, Chrysler—now FCA and under the control of Fiat—took
17 another path: “[r]eflecting its ties with Europe-based Fiat, Chrysler appears to be taking yet another
18 route that focuses less on electrification and *more heavily on light-duty diesels* and compressed

⁷⁰ *See* Todd Lassa, *Fiatapolooza! Chrysler’s Five-Year Plan*, *supra* note 6.

⁷¹ *See* Jerry Hirsch and David Undercoffler, *Fiat Chrysler Unveils Aggressive Five-Year Plan*, *supra* note 7.

⁷² *See* Christian Seabaugh, *Ram and Ferrari’s Place in Fiat Chrysler’s Five-Year Plan*, *supra* note 8.

1 natural gas.”⁷³ (Emphasis Added). In 2012, Marchionne observed, “with 2016 ‘just around the
 2 corner’ and 2025 not far away given the auto industry’s long product-development lead times,
 3 ‘there are big choices to be made[.]’”⁷⁴ Marchionne explained that “Chrysler, which is starting to
 4 share platforms and powertrains with Fiat, wants to leverage the European auto maker’s strengths
 5 in *diesels* and CNG-powered vehicles.”⁷⁵ As one commenter put it at the time, “[f]uel-efficient
 6 towing remains a strong point of diesels, and Marchionne says he still is optimistic about the
 7 potential of light-duty diesels in the U.S. despite significant emissions challenges.”⁷⁶

8 1484. As it turned out, however, Fiat Chrysler was either unable or unwilling to devise a
 9 solution within the constraints of the law. And so, like Volkswagen, they devised one outside of it.
 10 Instead of cutting their losses, holding up the Subject Vehicle roll outs, or coming clean, they
 11 conspired with VM Italy and VM America and Bosch GmbH and Bosch LLC to install customized
 12 emission treatment software (EDCs) in the EcoDiesel®’s engine diesel controls so that the Subject
 13 Vehicles could “pass” the EPA and CARB testing. The software disabled or restricted certain
 14 aspects of the emission controls during real-world driving conditions, causing the Subject Vehicles
 15 to spew up to 25 times the legal limits of NOx. These software controls were concealed from
 16 regulators on COC and EO applications for the Subject Vehicles by FCA, thus deceiving the EPA
 17 and CARB into approving the Subject Vehicles for sale throughout the United States and
 18 California.

19 1485. To accomplish their scheme or common course of conduct, Fiat, FCA, Marchionne,

⁷³ See Drew Winter, *Chrysler Eyes Different Path to Meeting New CAFE Standards*,
supra note.

⁷⁴ *Id.*

⁷⁵ *Id.*

⁷⁶ *Id.*

1 VM Italy, VM America, Bosch GmbH, Bosch LLC, and Denner, along with others, had to work
2 together to conceal the truth. Each Defendant was employed by or associated with, and conducted
3 or participated in the affairs of, one or several RICO enterprises (defined below and referred to
4 collectively as the “EcoDiesel® RICO Enterprise”). The purpose of the EcoDiesel® RICO
5 Enterprise was to deceive regulators into believing that the Subject Vehicles were eligible for
6 coverage by a COC and/or EO and compliant with emission standards. The motivation was simple:
7 to increase Defendants’ revenues and profits and minimize their losses from the design,
8 manufacture, distribution and sale of the Subject Vehicles and their component parts. As a direct
9 and proximate result of their fraudulent scheme and common course of conduct, the RICO
10 Defendants were able to extract over a billion dollars from consumers. As explained below, their
11 years-long misconduct violated Sections 1962(c) and (d).

12 **A. Description of the EcoDiesel® RICO Enterprise**

13
14 1486. In an effort to expand its market share in the United States and beyond, Fiat, a
15 publicly-traded Italian-controlled, Dutch-registered company headquartered in London, bought
16 then-Chrysler (now FCA), a separate Delaware company, headquartered in Michigan. Fiat uses
17 FCA to design, market, manufacture and sell the Subject Vehicles and other vehicles under the
18 Chrysler, Dodge, Jeep, Ram, and Fiat brands throughout the United States. FCA also submitted
19 the COC and EO applications for the Subject Vehicles. Fiat used VM Italy and VM America to
20 design and manufacture the EcoDiesel® engines for the Subject Vehicles, which were calibrated
21 in Michigan with Bosch’s hidden software. Fiat, FCA, VM Italy, and VM America maintained
22 tight control over the design, manufacture, calibration, and testing of the Subject Vehicles. Bosch
23 also participated, either directly or indirectly, in the conduct of the enterprise’s affairs by

1 developing, writing the software code customized for the Subject Vehicles, and concealing the
 2 hidden software installed in the Subject Vehicles in order to allow them to “pass” testing but then
 3 disable or restrict certain emission controls during real-world driving conditions.

4 1487. At all relevant times, the RICO Defendants, along with other individuals and
 5 entities, including unknown third parties involved in the design, calibration, manufacture, testing,
 6 marketing, and sale of the Subject Vehicles or the emission controls therein, operated an
 7 association-in-fact enterprise, which was formed for the purpose of fraudulently obtaining COCs
 8 from the EPA (and EOs from CARB) in order to sell the Subject Vehicles throughout the United
 9 States (and California), and through which enterprise they conducted a pattern of racketeering
 10 activity under 18 U.S.C. § 1961(4). The enterprise is called the “EcoDiesel® RICO Enterprise.”

11 1488. At all relevant times, the EcoDiesel® RICO Enterprise constituted a single
 12 “enterprise” or multiple enterprises within the meaning of 18 U.S.C. § 1961(4), as legal entities,
 13 as well as individuals and legal entities associated-in-fact for the common purpose of engaging in
 14 RICO Defendants’ unlawful profit-making scheme.

15 1489. The association-in-fact EcoDiesel® RICO Enterprise consisted of at least the
 16 following entities and individuals, and likely others:

17 **1. The Fiat Chrysler Defendants**

18
 19 1490. Fiat Chrysler is the seventh-largest automaker in the world based on total annual
 20 vehicle sales and is an international automotive group. Fiat is listed on the New York Stock
 21 Exchange under the symbol “FCAU” and on the Mercato Telematico Azionario under the symbol
 22 “FCA.”⁷⁷ FCA is not publicly traded and thus has no SEC reporting obligations, but it does have

⁷⁷ See *About Us – FCA US LLC*, available at
<http://www.fcanorthamerica.com/company/AboutUs/Pages/AboutUs.aspx> (last accessed on July 17, 2017)

1 reporting obligations, protections and responsibilities unique to the State of Delaware. FCA is a
2 distinct legal entity, controlled and owned (indirectly) by Defendant Fiat. Marchionne was the
3 CEO and Chairman of Fiat Chrysler and oversaw the board of directors for FCA. Along with other
4 members of Fiat Chrysler's leadership, Marchionne played a pivotal role in the scheme, common
5 course of conduct, and conspiracy. Marchionne set an aggressive plan for Fiat Chrysler to increase
6 the sales and market share of FCA, relying, in part, on incorporating its diesel experience from the
7 European to the U.S. market. FCA's day-to-day operations are managed by employees of both Fiat
8 and FCA. Fiat's Group Executive Committee are based in FCA's Michigan headquarters. Fiat and
9 FCA worked closely with VM Italy and VM America to develop and calibrate the EcoDiesel®
10 engines for the Subject Vehicles and to gather information for submission to regulators in the COC
11 and EO applications by FCA. Each of these Defendants knew or recklessly disregarded that the
12 Subject Vehicles were unable to (and did not) comply with U.S. emission standards and yet
13 concealed this information from regulators.

14 1491. Working with other members of the EcoDiesel® RICO Enterprise, Fiat and FCA, with
15 Marchionne at the helm, conspired to install and conceal emission control software in the EcoDiesel®
16 engines to illegally circumvent stringent U.S. emission standards. Employing this technology, Fiat Chrysler
17 fraudulently obtained COCs and EOs for the Subject Vehicles even though they emit unlawful levels of
18 toxic pollutants into the atmosphere during normal operating conditions. Further, they concealed this
19 information from regulators once questions were raised.

20 2. The VM Motori Defendants

21
22 1492. As explained above, Fiat bought 50% of VM Italy in 2011 and the remaining 50%
23 stake from General Motors in 2013. Fiat Chrysler used VM Italy and VM America to design,
24 calibrate, and manufacture the EcoDiesel® engine to be used in the Subject Vehicles. Fiat and

1 FCA worked with, and oversaw, VM Italy and VM America in the development and calibration of
2 the engines at Michigan headquarters. Employees from VM Italy and VM America worked jointly
3 on the manufacturing and/or assembling of the engines for the Subject Vehicles in the United
4 States. And VM Italy and VM America performed engine calibrations, including calibrations
5 involving the concealed emission control technology, for the Subject Vehicles. For example, VM
6 Motori's Calibration Leader for the Subject Vehicles was based in Michigan and reported to
7 management at both VM Italy and VM America. Finally, VM Italy and VM America provided
8 information to FCA for inclusion in the COC and EO applications. VM Italy and VM America
9 knew or recklessly disregarded that the EcoDiesel® engines in the Subject Vehicles were unable
10 to comply with U.S. emission standards and yet concealed this information from regulators.

11 **3. The Bosch Defendants**

12 1493. As explained above, the Bosch Defendants supplied the emission control
13 technology at issue—EDC Unit 17s—which were installed in the Subject Vehicles. Bosch GmbH
14 is a multinational engineering and electronics company headquartered in Germany, which has
15 hundreds of subsidiaries and companies, including in the United States. It wholly owns Bosch
16 LLC, a Delaware limited liability company headquartered in Farmington Hills, Michigan. Bosch's
17 sectors and divisions are grouped by subject matter, not location. Mobility Solutions is the Bosch
18 sector at issue, particularly its Diesel Services division, and it encompasses employees of both
19 Bosch GmbH and Bosch LLC. These individuals were responsible for the design, manufacture,
20 development, customization, and supply of the EDC units for the Subject Vehicles.

21 1494. Denner has been Chairman and CEO of Bosch since July 2012, after decades of
22 working in Bosch's Engine ECU Development division, managing the development and sale of
23 automotive engine computers, such as the EDC units that were installed in the Subject Vehicles.

1 Denner fostered Bosch's relationship with key corporate partners, such as Fiat, which brought in
2 millions of dollars in annual revenue for Bosch.

3 1495. Bosch worked with Fiat and FCA to develop and implement a specific and unique
4 set of software algorithms to surreptitiously evade emission regulations by deactivating certain
5 controls under real-world driving conditions. Bosch was well aware that the EDC Unit 17 would
6 be used for this purpose. Bosch was also critical to the concealment of these software functions in
7 communications with regulators.

8 **B. The EcoDiesel® RICO Enterprise Sought to Increase Defendants' Profits**
9 **and Revenues.**

10 1496. The EcoDiesel® RICO Enterprise began as early as 2009, when Fiat began to
11 acquire FCA and later VM Motori. On information and belief, Fiat Chrysler and Bosch entered
12 into an agreement to develop and install EDC Unit 17's into over a hundred thousand Subject
13 Vehicles sold in the United States. It was not until September 2015 that the scheme began to
14 unravel, when U.S. regulators uncovered Volkswagen's defeat devices provided by Bosch and
15 questions were raised as to whether other diesel automakers were cheating, too.

16 1497. At all relevant times, the EcoDiesel® RICO Enterprise: (a) had an existence
17 separate and distinct from each RICO Defendant; (b) was separate and distinct from the pattern of
18 racketeering in which the RICO Defendants engaged; and (c) was an ongoing and continuing
19 organization consisting of legal entities, including Fiat and FCA, their network of dealerships,
20 Marchionne, VM Italy, VM America, Bosch GmbH, Bosch LLC, Denner, and other entities and
21 individuals associated for the common purpose of designing, calibrating, manufacturing,
22 distributing, testing, marketing, and selling the Subject Vehicles to consumers as the Nationwide
23 Plaintiffs through fraudulent COCs and EOs, false emissions tests, false or misleading sales tactics

1 and materials, and deriving profits and revenues from those activities. Each member of the
2 EcoDiesel® RICO Enterprise shared in the bounty generated by the enterprise, *i.e.*, by sharing the
3 benefit derived from increased sales revenue generated by the scheme to defraud Plaintiffs
4 nationwide.⁷⁸

5 1498. The EcoDiesel® RICO Enterprise functioned by selling vehicles and component
6 parts to the consuming public. Many of these products are legitimate, including vehicles that do
7 not contain concealed AECDs. However, the RICO Defendants and their co-conspirators, through
8 their illegal Enterprise, engaged in a pattern of racketeering activity, which involves a fraudulent
9 scheme to increase revenue for Defendants and the other entities and individuals associated-in-fact
10 with the Enterprise's activities through the illegal scheme to sell the Subject Vehicles.

11 1499. The EcoDiesel® RICO Enterprise engaged in, and its activities affected, interstate
12 and foreign commerce, because it involved commercial activities across state boundaries, such as
13 the marketing, promotion, advertisement and sale or lease of the Subject Vehicles throughout the
14 country, and the receipt of monies from the sale of the same.

15 1500. Within the EcoDiesel® RICO Enterprise, there was a common communication
16 network by which co-conspirators shared information on a regular basis. The enterprise used this
17 common communication network for the purpose of manufacturing, marketing, testing, and selling
18 the Subject Vehicles to the general public nationwide.

19 1501. Each participant in the EcoDiesel® RICO Enterprise had a systematic linkage to
20 each other through corporate ties, contractual relationships, financial ties, and continuing

⁷⁸ Fiat and FCA sold more Subject Vehicles, and were able to charge consumers a premium price, by advertising the Subject Vehicles as "clean," "environmentally friendly," and "fuel efficient." As a result, VM Motori sold more "EcoDiesel®" engines and Bosch sold more EDC Units to equip the Subject Vehicles.

1 coordination of activities. Through the EcoDiesel® RICO Enterprise, the RICO Defendants
 2 functioned as a continuing unit with the purpose of furthering the illegal scheme and their common
 3 purposes of increasing their revenues and market share and minimizing losses.

4 1502. The RICO Defendants participated in the operation and management of the
 5 EcoDiesel® Enterprise by directing its affairs, as described herein. While the RICO Defendants
 6 participated in, and are members of, the enterprise, they have a separate existence from the
 7 enterprise, including distinct legal statuses, different offices and roles, bank accounts, officers,
 8 directors, employees, individual personhood, reporting requirements, and financial statements.

9 1503. Fiat, FCA, and Marchionne exerted substantial control over the EcoDiesel® RICO
 10 Enterprise, and participated in the affairs of the Enterprise, by:

- 11 A. installing emission control software that deactivates or restricts one or
- 12 more of the controls during real-world driving conditions;
- 13 B. concealing these software functions from regulators;
- 14 C. failing to correct or disable the hidden software when warned;
- 15 D. manufacturing, distributing, and selling the Subject Vehicles that emitted
- 16 greater pollution than allowable under the applicable regulations;
- 17 E. misrepresenting and omitting (or causing such misrepresentations and
- 18 omissions to be made) vehicle specifications on COC and EO applications;
- 19 F. introducing the Subject Vehicles into the stream of U.S. commerce
- 20 without a valid EPA COC and/or CARB EO;
- 21 G. concealing the existence of the emission controls and the unlawfully high
- 22 emissions from regulators and the public;
- 23 H. persisting in the manufacturing, distribution, and sale of the Subject
- 24 Vehicles even after questions were raised about the emission testing and discrepancies
- 25 concerning the same; misleading government regulators as to the nature of the emission
- 26 control technology and the defects in the Subject Vehicles;
- 27 I. misleading the driving public as to the nature of the emission control
- 28 technology and the defects in the Subject Vehicles;
- 29 J. designing and distributing marketing materials that misrepresented and/or
- 30 concealed the defect in the vehicles;
- 31 K. otherwise misrepresenting or concealing the defective nature of the
- 32 Subject Vehicles from the public and regulators;
- 33 L. illegally selling and/or distributing the Subject Vehicles;
- 34 M. collecting revenues and profits from the sale of such products; and/or
- 35 N. ensuring that the other RICO Defendants and unnamed co-conspirators

1 complied with the scheme or common course of conduct.
2

3 1504. VM Italy and VM America also participated in, operated and/or directed the
4 EcoDiesel RICO Enterprise by developing an engine that emits high levels of toxic pollutants,
5 calibrating the emission controls to deactivate or diminish reporting during real-world driving
6 conditions, and providing false or misleading information for purposes of supplying it to regulators
7 on COC and/or EO applications.

8 1505. Bosch GmbH, Bosch LLC, and Denner also participated in, operated and/or
9 directed the EcoDiesel® RICO Enterprise. On information and belief, Denner formed a partnership
10 with Fiat to provide engine management and emission control technology for the Subject Vehicles.
11 Bosch GmbH and Bosch LLC participated in the fraudulent scheme by manufacturing, installing,
12 testing, modifying, and supplying the EDC Unit 17 for the Subject Vehicles. Bosch GmbH and
13 Bosch LLC exercised tight control over the coding and other aspects of the software and closely
14 collaborated with Fiat, FCA, VM Italy, and VM America to develop, customize, and calibrate the
15 software for the Subject Vehicles. Additionally, Bosch GmbH and Bosch LLC continuously
16 cooperated with the other RICO Defendants to ensure that the EDC Unit 17 was fully integrated
17 into the Subject Vehicles. Bosch GmbH and Bosch LLC also participated in the affairs of the
18 Enterprise by concealing the software functions from U.S. regulators and actively lobbying
19 regulators on behalf of “clean diesel.” Bosch collected millions of dollars in revenues and profits
20 from the hidden software installed in the Subject Vehicles.

21 1506. Without the RICO Defendants’ willing participation, including Bosch GmbH and
22 Bosch LLC’s active involvement in developing and supplying the critical emission control
23 software for the Subject Vehicles, the Enterprise’s scheme and common course of conduct would

1 have been unsuccessful.

2 1507. The RICO Defendants directed and controlled the ongoing organization necessary
3 to implement the scheme at meetings and through communications of which Plaintiffs cannot fully
4 know at present, because such information lies in the Defendants' and others' hands. Similarly,
5 because the defendants often refer to themselves as a group (*i.e.*, "Bosch" rather than "Bosch
6 GmbH" and "Bosch LLC"), Plaintiffs cannot fully know the full extent of each individual
7 corporate entity's involvement in the wrongdoing prior to having access to discovery.

8 **C. Mail And Wire Fraud**
9

10 1508. To carry out, or attempt to carry out, the scheme to defraud, the RICO Defendants,
11 each of whom is a person associated-in-fact with the EcoDiesel® RICO Enterprise, did knowingly
12 conduct or participate, directly or indirectly, in the conduct of the affairs of the Enterprise through
13 a pattern of racketeering activity within the meaning of 18 U.S.C. §§ 1961(1), 1961(5) and 1962(c),
14 and which employed the use of the mail and wire facilities, in violation of 18 U.S.C. § 1341 (mail
15 fraud) and § 1343 (wire fraud).

16 1509. Specifically, as alleged herein, the RICO Defendants have committed and/or
17 conspired to commit at least two predicate acts of racketeering activity (*i.e.*, violations of 18 U.S.C.
18 §§ 1341 and 1343), within the past ten years. The multiple acts of racketeering activity that the
19 RICO Defendants committed were related to each other, posed a threat of continued racketeering
20 activity, and therefore constitute a "pattern of racketeering activity." The racketeering activity was
21 made possible by the RICO Defendants' regular use of the facilities, services, distribution
22 channels, and employees of the EcoDiesel® RICO Enterprise. The RICO Defendants participated
23 in the scheme to defraud by using mail, telephone and the Internet to transmit mailings and wires

1 in interstate or foreign commerce.

2 1510. The RICO Defendants used, directed the use of, and/or caused to be used, thousands
3 of interstate mail and wire communications in service of their scheme through virtually uniform
4 misrepresentations, concealments and material omissions.

5 1511. In devising and executing the illegal scheme, the RICO Defendants devised and
6 knowingly carried out a material scheme and/or artifice to defraud Plaintiffs or to obtain money
7 from Plaintiffs by means of materially false or fraudulent pretenses, representations, promises, or
8 omissions of material facts. For the purpose of executing the illegal scheme, the RICO Defendants
9 committed these racketeering acts, which number in the thousands, intentionally and knowingly
10 with the specific intent to advance the illegal scheme.

11 1512. The RICO Defendants' predicate acts of racketeering (18 U.S.C. § 1961(1))
12 include, but are not limited to:

13 A. Mail Fraud: The RICO Defendants violated 18 U.S.C. §1341 by
14 sending or receiving, or by causing to be sent and/or received, materials via U.S.
15 mail or commercial interstate carriers for the purpose of executing the unlawful
16 scheme to design, manufacture, market, and sell the Subject Vehicles by means of
17 false pretenses, misrepresentations, promises, and omissions.

18 B. Wire Fraud: The RICO Defendants violated 18 U.S.C. §1343 by
19 transmitting and/or receiving, or by causing to be transmitted and/or received,
20 materials by wire for the purpose of executing the unlawful scheme to defraud and
21 obtain money on false pretenses, misrepresentations, promises, and omissions.

22
23 1513. The RICO Defendants' uses of the mails and wires include, but are not limited to,
24 the transmission, delivery, or shipment of the following by the RICO Defendants or third parties
25 that were foreseeably caused to be sent as a result of Defendants' illegal scheme:

26 A. the Subject Vehicles themselves;

- 1 B. component parts for the EcoDiesel® engines;
- 2 C. component parts for the Bosch emission control hardware and software;
- 3 D. false or misleading emission test results;
- 4 E. applications for EPA COCs and CARB EOs that concealed AECDs;
- 5 F. fraudulently-obtained EPA COCs and CARB EOs;
- 6 G. vehicle registrations and plates as a result of the fraudulently-obtained
7 EPA COCs and CARB EOs;
- 8 H. documents and communications that facilitated “passing” emission tests;
- 9 I. false or misleading communications intended to prevent regulators and the
10 public from discovering the true nature of the emission controls and/or AECDs;
- 11 J. sales and marketing materials, including advertising, websites, packaging,
12 brochures, and labeling, concealing the true nature of the Subject Vehicles;
- 13 K. documents intended to facilitate the manufacture and sale of the Subject
14 Vehicles, including bills of lading, invoices, shipping records, reports and
15 correspondence;
- 16 L. documents to process and receive payment for the Subject Vehicles by
17 unsuspecting Plaintiffs, including invoices and receipts;
- 18 M. payments to VM Italy and VM America;
- 19 N. payments to Bosch GmbH and Bosch LLC;
- 20 O. millions of dollars in compensation to Marchionne and Denner;
- 21 P. deposits of proceeds; and/or
- 22 Q. other documents and things, including electronic communications.
- 23 R. The RICO Defendants (or their agents), for the purpose of executing the
24 illegal scheme, sent and/or received (or caused to be sent and/or received) by mail or by
25 private or interstate carrier, shipments of the Subject Vehicles and related documents by
26 mail or a private carrier affecting interstate commerce, including the items described
27 above and alleged below:

<u>From</u>	<u>To</u>	<u>Date</u>	<u>Description</u>
FCA	Bosch LLC	January 2013	Documents related to agreement to purchase Bosch EDC Unit 17 for 2014 Jeep Grand Cherokee.

VM Motori	FCA	January 2013	Documents related to EcoDiesel® engine for 2014 Jeep Grand Cherokee.
FCA, Michigan	FCA Dealerships	July 2013	Marketing Documents for 2014 Ram 1500 Subject Vehicles.
EPA	FCA	September 2013	COC and related documents for 2014 Jeep Grand Cherokee.
EPA	FCA	September 2014	COC and related documents for 2015 Jeep Grand Cherokee.
FCA Warren Truck Assembly	Arrigo Dodge dealership, Sunrise, Florida	November 2015	Shipment of 2016 Ram 1500 Subject Vehicles.

1514. The RICO Defendants (or their agents), for the purpose of executing the illegal scheme, transmitted (or caused to be transmitted) in interstate commerce by means of wire communications, certain writings, signs, signals and sounds, including those items described above and alleged below:

<u>From</u>	<u>To</u>	<u>Date</u>	<u>Description</u>
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Bosch LLC	PR Newswire, New York (and media network around United States)	January 2013	Press release that Bosch's "clean diesel" technology will be featured in 2014 Jeep Grand Cherokee.
FCA, Michigan	Driving Public Throughout All 50 States	July 2013	Ram Zone Blog: <i>The 2014 Ram 1500 with EcoDiesel Engine, Available Soon at a Dealer Near You.</i>
Bosch LLC	FCA	October 2013	Software and calibration documentation for emission control technology.
FCA, Michigan	EPA, Michigan and CARB, California	January 2014	Certification Summary Information Report with emission test results for 2014 Jeep Grand Cherokee and 2014 Ram 1500.
FCA, Michigan	EPA, Michigan and CARB, California	January 2015	Certification Summary Information Report with emission test results for 2015 Jeep Grand Cherokee and 2015 Ram 1500.
FCA, Michigan	EPA, Washington, DC	February 2, 2016	Email correspondence re: FCA lulling press release concerning compliance of diesel vehicles with applicable emission regulations.
EPA, Washington DC	FCA, Michigan	November 30, 2016	Email correspondence re: conference call between EPA officials and Defendant Marchionne.

1515. The RICO Defendants also used the internet and other electronic facilities to carry out the scheme and conceal their ongoing fraudulent activities. Specifically, FCA, under the direction and control of Fiat and Marchionne, made misrepresentations about the Subject Vehicles on their websites, YouTube, and through ads online, all of which were intended to mislead regulators and the public about the emission standards and other performance metrics.

1 1516. The RICO Defendants also communicated by U.S. mail, by interstate facsimile, and
2 by interstate electronic mail with various other affiliates, regional offices, divisions, dealerships
3 and other third-party entities in furtherance of the scheme.

4 1517. The mail and wire transmissions described herein were made in furtherance of
5 Defendants' scheme and common course of conduct to deceive regulators and consumers and lure
6 consumers into purchasing the Subject Vehicles, which Defendants knew or recklessly disregarded
7 as emitting illegal amounts of pollution, despite their advertising campaign that the Subject
8 Vehicles were "clean diesel" or "clean" diesel cars.

9 1518. Many of the precise dates of the fraudulent uses of the U.S. mail and interstate wire
10 facilities have been deliberately hidden and cannot be alleged without access to Defendants' books
11 and records. However, Plaintiffs have described the types of, and in some instances, occasions on
12 which the predicate acts of mail and/or wire fraud occurred. These include thousands of
13 communications to perpetuate and maintain the scheme, including the things and documents
14 described in the preceding paragraphs.

15 1519. The RICO Defendants have not undertaken the practices described herein in
16 isolation, but as part of a common scheme and conspiracy. In violation of 18 U.S.C. § 1962(d), the
17 RICO Defendants conspired to violate 18 U.S.C. § 1962(c), as described herein. Various other
18 persons, firms and corporations, including third-party entities and individuals not named as
19 defendants in this Complaint, have participated as co-conspirators with the RICO Defendants in
20 these offenses and have performed acts in furtherance of the conspiracy to increase or maintain
21 revenues, increase market share, and/or minimize losses for the Defendants and their unnamed co-
22 conspirators throughout the illegal scheme and common course of conduct.

23 1520. To achieve their common goals, the RICO Defendants hid from the general public

1 the excessive and unlawful emissions of the Subject Vehicles and obfuscated the true nature and
2 level of the emissions even after regulators raised concerns. The RICO Defendants suppressed
3 and/or ignored warnings from third parties, whistleblowers, and governmental entities about the
4 discrepancies in emissions testing and the concealed auxiliary (or defeat) devices present in the
5 Subject Vehicles.

6 1521. With knowledge and intent, the RICO Defendants and each member of the
7 conspiracy, with knowledge and intent, have agreed to the overall objectives of the conspiracy,
8 and have participated in the common course of conduct, to commit acts of fraud and indecency in
9 designing, manufacturing, distributing, marketing, testing, and/or selling the Subject Vehicles (and
10 the emission control technology contained therein).

11 1522. Indeed, for the conspiracy to succeed, each of the RICO Defendants and their co-
12 conspirators had to agree to implement and use the similar devices and fraudulent tactics.
13 Specifically, the RICO Defendants committed to secrecy about the concealed AECDs in the
14 Subject Vehicles.

15 1523. The RICO Defendants knew and intended that government regulators would rely
16 on their material omissions made about the Subject Vehicles to approve them for importation,
17 marketing, and sale in the United States and each state/territory identified herein. The RICO
18 Defendants knew and intended that consumers would purchase the Subject Vehicles and incur
19 costs as a result. Plaintiffs' reliance on this ongoing concealment is demonstrated by the fact that
20 they purchased illegal and defective vehicles that never should have been introduced into the U.S.
21 stream of commerce. In addition, the EPA, CARB, and other regulators relied on the
22 misrepresentations and material concealment and omissions made or caused to be made by the
23 RICO Defendants; otherwise, FCA could not have obtained valid COCs and EOs to sell the Subject

1 Vehicles.

2 1524. As described herein, the RICO Defendants engaged in a pattern of related and
3 continuous predicate acts for years. The predicate acts constituted a variety of unlawful activities,
4 each conducted with the common purpose of obtaining significant monies and revenues from
5 Plaintiffs based on their misrepresentations and omissions, while providing Subject Vehicles that
6 were worth significantly less than the purchase price paid. The predicate acts also had the same or
7 similar results, participants, victims, and methods of commission. The predicate acts were related
8 and not isolated events.

9 1525. The predicate acts had the purpose of generating significant revenue and profits for
10 the RICO Defendants at the expense of Plaintiffs. The predicate acts were committed or caused to
11 be committed by the RICO Defendants through their participation in the EcoDiesel® RICO
12 Enterprise and in furtherance of its fraudulent scheme and were interrelated in that they involved
13 obtaining Plaintiffs' funds and avoiding the expenses associated with remediating the Subject
14 Vehicles.

15 1526. During the design, manufacture, testing, marketing and sale of the Subject Vehicles,
16 the RICO Defendants shared among themselves technical, marketing, and financial information
17 that revealed the existence of the AECDs contained therein. Nevertheless, the RICO Defendants
18 chose and agreed to disseminate information that deliberately misrepresented the Subject Vehicles
19 as legal, "clean," "environmentally friendly," and "fuel efficient" in their concerted efforts to
20 market and sell them to consumers.

21 1527. By reason of, and as a result of the conduct of the RICO Defendants, and in
22 particular, their pattern of racketeering activity, Plaintiffs have been injured in their business and/or
23 property in multiple ways, including but not limited to:

- 1 A. Purchase or lease of illegal, defective Subject Vehicles;
- 2 B. Overpayment at the time of purchase or lease for Subject Vehicles
- 3 purportedly having “EcoDiesel” properties and benefits, and meeting applicable federal
- 4 and state emissions standards, that did not have these properties or meet these standards;
- 5 C. The value of the Subject Vehicles has diminished;
- 6 D. Other, ongoing out-of-pocket and loss-of-use expenses;
- 7 E. Payment for alternative transportation; and
- 8 F. Loss of employment due to lack of transportation.
- 9

10 1528. The RICO Defendants’ violations of 18 U.S.C. § 1962(c) and (d) have directly and

11 proximately caused economic damage to Plaintiffs’ business and property, and Plaintiffs are

12 entitled to bring this action for three times their actual damages, as well as injunctive/equitable

13 relief, costs, and reasonable attorneys’ fees pursuant to 18 U.S.C. § 1964(c).

14 **NATIONWIDE COUNT II**

15 **FRAUD**

16 **(Common Law)**

17

18 1529. Plaintiffs incorporate by reference all preceding allegations as through fully set

19 forth herein.

20 **A. Affirmative Misrepresentation**

21 1530. Plaintiffs assert this affirmative misrepresentation theory of fraud on behalf of

22 themselves and those Nationwide Plaintiffs to be added later, against the Fiat Chrysler and VM

23 Motori Defendants.

24 1531. Fiat Chrysler branded each Subject Vehicle with the EcoDiesel badge. Through the

25 badge, Fiat Chrysler communicated to each Plaintiffs that the Subject Vehicles were, among other

26 things, environmentally friendly.

1532. This was a material fact, as Fiat Chrysler's own research and communications demonstrate. Fiat Chrysler's representations were false because the Subject Vehicles contain undisclosed emission cheating components that cause them to pollute excessively in real-world driving conditions.

1533. Fiat Chrysler and VM Motori knew the representations were false and intended Plaintiffs to rely on them.

1534. Each named Plaintiff decided to buy a Subject Vehicle based in part on the representations communicated through the EcoDiesel badge. Because each Subject Vehicle included the badge and each Plaintiff was exposed to it, a "plausible . . . inference of reliance" can be made for all Plaintiffs. Dkt. 290 at 103 (citing *Tobacco II Cases*, 207 P.3d 20, 40 (Cal. 2009)).

B. Fraudulent Concealment: Fuel Economy and Performance Representations

1535. Plaintiffs assert this fraudulent concealment theory on behalf of themselves against all Defendants.

1536. Again, Fiat Chrysler branded each Subject Vehicle with the EcoDiesel badge, which communicated not only that the Subject Vehicles were environmentally friendly, but also that they were fuel efficient.

1537. The fuel economy and performance representations were also the centerpiece of Fiat Chrysler's marketing efforts and featured prominently in virtually every advertisement and consumer communication. As detailed above, through dealership training materials leading to representations at the point of sale, vehicle brochures, the manufacturer websites, print advertisements, television advertisements, and other avenues, Fiat Chrysler pervasively and

1 consistently represented that the Subject Vehicles had best-in-class fuel economy and touted their
2 specific MPG and range, as well as their supposedly superior torque and performance.

3 1538. Defendants concealed and suppressed the fact that the Subject Vehicles could
4 achieve their fuel efficiency and power only through undisclosed cheating components that cause
5 them to pollute excessively. This was a material fact about which the Defendants had knowledge,
6 and that they concealed from Plaintiffs and to mislead them.

7 1539. Plaintiffs did not know this fact and could not have discovered it through reasonably
8 diligent investigation.

9 1540. Defendants had a duty to disclose that the emission treatment technology in the
10 Subject Vehicles is de-activated or reduced under real-world driving conditions because (1) the
11 Defendants had exclusive knowledge of the material, suppressed facts; (2) the Defendants took
12 affirmative actions to conceal the material facts, including by not identifying them for the EPA and
13 CARB; and (3) Fiat Chrysler made partial representations about the environmental friendliness,
14 fuel economy, and performance of the Subject Vehicles that were misleading without disclosure
15 of the fact that the Subject Vehicles contained hidden emission cheating components that caused
16 the Subject Vehicles to pollute excessively in real-world driving conditions.

17 1541. Each named Plaintiff decided to buy a Subject Vehicle based in part on the fuel
18 economy and power representations made through the EcoDiesel badge and other consumer
19 communications to consumers. *See, e.g.*, ¶¶ 34-96. Because each Subject Vehicle included the
20 badge and each Plaintiffs was exposed to it, and because the fuel economy and performance
21 representations were consistent and pervasive, a “plausible . . . inference of reliance” can be made
22 for all Plaintiffs. Dkt. 290 at 103 (citing *Tobacco II Cases*, 207 P.3d 20, 40 (Cal. 2009)).

1 **C. Fraudulent Concealment: Installing and Concealing the Defeat Devices**

2 1542. Plaintiffs assert this fraudulent concealment theory on behalf of themselves and
3 those Nationwide Plaintiffs to be named later, against all Defendants.

4 1543. Each Defendant committed fraud by installing and calibrating emission control
5 devices in the Subject Vehicles, which were unlawfully concealed from regulators and consumers
6 alike. In uniform advertising and materials provided with each Subject Vehicle, the Fiat Chrysler
7 Defendants concealed from Plaintiffs that the emission treatment technology de-activated under
8 real-world driving conditions.

9 1544. The Fiat Chrysler Defendants intentionally concealed, suppressed, and failed to
10 disclose the facts that the Subject Vehicles had defective emission controls and/or emitted
11 unlawfully high levels of pollutants such as NOx. These Defendants, along with VM Motori and
12 the Bosch Defendants, knew or should have known the true facts, due to their involvement in the
13 design, installment, and calibration of the emission treatment technology in the Subject Vehicles.
14 And yet, at no time did any of these Defendants reveal the truth to Plaintiffs. To the contrary, each
15 Defendant concealed the truth, intending for Plaintiffs to rely—which they did.

16 1545. A reasonable consumer would not have expected that the emission treatment
17 technology in the Subject Vehicles de-activated under real-world driving conditions or that the
18 Subject Vehicle would spew unmitigated NOx during city or highway driving. Plaintiffs did not
19 know of the facts which were concealed from them by Defendants. Moreover, as consumers,
20 Plaintiffs did not, and could not, unravel the deception on their own.

21 1546. Defendants had a duty to disclose that the emission treatment technology is de-
22 activated under real-world driving conditions and that the Subject Vehicles spewed unmitigated

1 NOx during real-world conditions. Defendants had such a duty because the true facts were known
2 and/or accessible only to them and because they knew these facts were not known to or reasonably
3 discoverable by Plaintiffs.

4 1547. Fiat Chrysler and VM Motori also had a duty to disclose the true nature of the
5 emission controls in light of their statements about the qualities of the EcoDiesel® engines and the
6 Subject Vehicles' emissions levels, which were misleading, deceptive, and incomplete without the
7 disclosure of the fact that the emission treatment technology is de-activated under real-world
8 driving conditions and that the Subject Vehicles spewed unmitigated NOx during real-world
9 conditions. Fiat Chrysler held out the Subject Vehicles as *reduced emission* diesel vehicles, when
10 in fact, they were *unlawfully high* emission vehicles. Having volunteered to provide information
11 to Plaintiffs, Fiat Chrysler and VM Motori had the duty to disclose the whole truth. On information
12 and belief, Fiat Chrysler has still not made full and adequate disclosures and continues to defraud
13 Plaintiffs by concealing material information regarding the emissions qualities of the Subject
14 Vehicles.

15 * * *

16 1548. But for Defendants' fraud, Plaintiffs would not have purchased the Subject
17 Vehicles, or would have paid less for them. Plaintiffs have sustained damage because purchased
18 vehicles that were not as represented and because they own Subject Vehicles that should never
19 have been placed in the stream of commerce and are diminished in value as a result of Defendants'
20 fraud. Accordingly, Defendants are liable to Plaintiffs for damages in an amount to be proven at
21 trial.

22 1549. Defendants' acts were done wantonly, maliciously, oppressively, deliberately, with

1 intent to defraud; in reckless disregard of the rights of Plaintiffs; and to enrich themselves. Their
 2 misconduct warrants an assessment of punitive damages in an amount sufficient to deter such
 3 conduct in the future, which amount shall be determined according to proof at trial.

4 **NATIONWIDE COUNT III**
 5 **IMPLIED AND WRITTEN WARRANTY**
 6 **Magnuson – Moss Warranty Act (15 U.S.C. §§ 2301, et seq.**
 7

8 1550. Plaintiffs incorporate by reference all preceding allegations as though fully set forth
 9 herein.

10 1551. Plaintiffs bring this action on behalf of themselves against FCA US LLC.

11 1552. This Court has jurisdiction to decide claims brought under 15 U.S.C. § 2301 by
 12 virtue of 28 U.S.C. § 1332 (a)-(d).

13 1553. Plaintiffs are “consumers” within the meaning of 15 U.S.C. § 2301(3).

14 1554. FCA is a “supplier” and “warrantor” within the meaning of 15 U.S.C. § 2301(4)
 15 and (5), respectively.

16 1555. The Subject Vehicles are “consumer products” within the meaning of 15 U.S.C.
 17 16§ 2301(1).

18 1556. 15 U.S.C. § 2310(d)(1) provides a cause of action for any consumer who is
 19 damaged by the failure of a warrantor to comply with a written or implied warranty.

20 1557. The amount in controversy of Plaintiffs’ individual claims meets or exceeds \$25.00
 21 in value. In addition, the amount in controversy meets or exceeds \$50,000 in value (exclusive of
 22 interest and costs) on the basis of all claims to be determined in this lawsuit.

23 1558. FCA provided Plaintiffs with “written warranties” and “implied warranties,” as
 24 identified above, which are covered under 15 U.S.C. § 2301(6) and (7), respectively.

25 1559. The terms of these warranties became part of the basis of the bargain when Plaintiffs

1 purchased their Subject Vehicles.

2 1560. FCA breached these written and implied warranties as described in detail above.
3 Without limitation, the Subject Vehicles share a common design defect in that they emit more
4 pollutants than: (a) is allowable under the applicable regulations, and (b) was revealed to
5 regulators, consumers, and the driving public.

6 1561. Plaintiffs have had sufficient direct dealings with either FCA or its agents
7 (including dealerships) to establish privity of contract between FCA, on the one hand, and
8 Plaintiffs. Nonetheless, privity is not required here because Plaintiffs are intended third-party
9 beneficiaries of contracts between FCA and its dealers, and specifically, of FCA's implied
10 warranties. The dealers were not intended to be the ultimate consumers of the Subject Vehicles
11 and have no rights under the warranty agreements provided with the Subject Vehicles; the warranty
12 agreements were designed for and intended to benefit consumers only.

13 1562. Affording FCA a reasonable opportunity to cure its breach of written
14 warranties would be unnecessary and futile. At the time of sale or lease of each Subject Vehicle,
15 FCA knew, or should have known, of its misrepresentations and/or material omissions concerning
16 the Subject Vehicles' inability to perform as warranted, but nonetheless failed to rectify the
17 situation and/or disclose the design defect. Under the circumstances, the remedies available under
18 any informal settlement procedure would be inadequate and any requirement that Plaintiffs resort
19 to an informal dispute resolution procedure and/or afford FCA a reasonable opportunity to cure its
20 breach of warranties is excused and thereby deemed satisfied.

21 1563. In addition, given the conduct described herein, any attempts by FCA, in its
22 capacity as a warrantor, to limit the implied warranties in a manner that would exclude coverage
23 of the defect is unconscionable and any such effort to disclaim, or otherwise limit, liability for the

1 defect is null and void.

2 1564. As a direct and proximate result of FCA's breach of the written and implied
3 warranties, Plaintiffs have suffered damages.

4 1565. Plaintiffs seek all damages permitted by law, including compensation for the
5 monetary difference between the Subject Vehicles as warranted and as sold; compensation for the
6 reduction in resale value; the cost of purchasing, leasing, or renting replacement vehicles, along
7 with all other incidental and consequential damages, statutory attorney fees, and all other relief
8 allowed by law.

9 1566. The warranty laws of each state, which are incorporated into this Count, are set
10 forth below.

11 1. **Alabama**

12 **BREACH OF EXPRESS WARRANTY**
13 **(Ala. Code §§ 7-2-313 and 7-2A-210)**
14

15 1567. Plaintiffs reallege and incorporate by reference all preceding allegations as though
16 fully set forth herein.

17 1568. Plaintiffs, Autry Hall, Kevin Crew, John Corbin, Robert Mayer, Robert Southern,
18 Micah Hill, James Washington, Quinn Breland, Mike Shelton, Greg Cain, Randal Stephens, Tyler
19 Bridgeman, Alonzo Thomas Stone, Kimberly H. and David W. Whittington, Anthony McNamara,
20 John Roe, Earl French, Richard A. & Betty L. Morrow, Adam Bayless, Thomas A. Crenshaw,
21 Kelly Steely d/b/a Steely Lease Sales, Mildred Fitts, Richard & Annette Peterson, William D. Ross
22 , individually and on behalf of Plaintiffs to be named later bring this action on behalf of themselves
23 against Fiat and FCA.

24 1569. Fiat and FCA are and were at all relevant times "merchants" with respect to motor

1 vehicles under Ala. Code §§ 7-2-104(1) and 7-2A-103(3), and “sellers” of motor vehicles under §
2 7-2-103(1)(d).

3 1570. With respect to leases, Fiat and FCA are and were all relevant times “lessors” of
4 motor vehicles under Ala. Code. § 7-2A-103(1)(p).

5 1571. The Subject Vehicles are and were at all relevant times “goods” within the meaning
6 of Ala. Code §§ 7-2-105(1) and 7-2A-103(1)(h).

7 1572. Federal law requires manufacturers of light-duty vehicles to provide two federal
8 emission control warranties: a “Performance Warranty” and a “Design and Defect Warranty.” The
9 Performance Warranty applies to repairs that are required during the first two years or 24,000
10 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain
11 major emission control components are covered for the first eight years or 80,000 miles, whichever
12 comes first. These major emission control components subject to the longer warranty include the
13 catalytic converters, the electronic engine control unit (ECU), and the onboard emissions
14 diagnostic device or computer. The Design and Defect Warranty covers repair of emission control
15 or emission related parts which fail to function or function improperly due to a defect in materials
16 or workmanship. This warranty provides protection for two years or 24,000 miles, whichever
17 comes first, or, for the major emission control components, for eight years or 80,000 miles,
18 whichever comes first.

19 1573. Fiat and FCA provided these warranties to Plaintiffs. These warranties formed the
20 basis of the bargain that was reached when Plaintiffs purchased or leased their Subject Vehicles.

21 1574. However, Fiat and FCA knew or should have known that the warranties were false
22 and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles

1 sold and leased to Plaintiffs were designed to deactivate under real-world driving conditions, and
2 to emit oxides of nitrogen within legal limits only when undergoing emissions testing, and
3 therefore, knew that the emission systems contained defects.

4 1575. Plaintiffs reasonably relied on Fiat's and FCA's express warranties concerning
5 emissions when purchasing or leasing the Subject Vehicles. However, the Subject Vehicles did
6 not perform as warranted. Unbeknownst to Plaintiffs, the Subject Vehicles were designed to
7 pollute at higher than legal limits during normal driving, and could not achieve advertised
8 performance and efficiency metrics without this cheating design. This design and the devices that
9 effectuate it are defects. Fiat and FCA therefore breached their express warranty by providing a
10 product containing defects that were never disclosed to Plaintiffs.

11 1576. Any opportunity to cure the express breach is unnecessary and futile.

12 1577. As a direct and proximate result of Fiat's and FCA's breach of express warranties,
13 Plaintiffs suffered significant damages, and seek damages in an amount to be determined at trial.

14 **BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**
15 **(Ala. Code §§ 7-2-314 and 7-2A-212)**
16

17 1578. Plaintiffs reallege and incorporate by reference all allegations of the preceding
18 paragraphs as though fully set forth herein.

19 1579. Plaintiffs, Autry Hall, Kevin Crew, John Corbin, Robert Mayer, Robert Southern,
20 Micah Hill, James Washington, Quinn Breland, Mike Shelton, Greg Cain, Randal Stephens, Tyler
21 Bridgeman, Alonzo Thomas Stone, Kimberly H. and David W. Whittington, Anthony McNamara,
22 John Roe, Earl French, Richard A. & Betty L. Morrow, Adam Bayless, Thomas A. Crenshaw,
23 Kelly Steely d/b/a Steely Lease Sales, Mildred Fitts, Richard & Annette Peterson, William D.

1 Ross, (for the purpose of this section, “Plaintiffs”) bring this action on behalf of themselves against
2 Fiat and FCA.

3 1580. Fiat and FCA were at all relevant times “merchants” with respect to motor vehicles
4 under Ala. Code §§ 7-2-104(1) and 7-2A-103(3), and “sellers” of motor vehicles under § 7-2-
5 6103(1)(d).

6 1581. With respect to leases, Fiat and FCA are and were at all relevant times “lessors” of
7 motor vehicles under Ala. Code. § 7-2A-103(1)(p).

8 1582. The Subject Vehicles are and were at all relevant times “goods” within the meaning
9 of Ala. Code §§ 7-2-105(1) and 7-2A-103(1)(h).

10 1583. A warranty that the Subject Vehicles were in merchantable condition and fit for the
11 ordinary purpose for which vehicles are used is implied by law pursuant to Ala. Code §§ 7-2-314
12 and 7-2A-212.

13 1584. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable
14 condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject
15 Vehicles were not in merchantable condition because their design violated state and federal laws.
16 The Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and
17 federal emission standards.

18 1585. Fiat’s and FCA’s breaches of the implied warranty of merchantability caused
19 damage to Plaintiffs. The amount of damages due will be proven at trial.

20 **2. Alaska**

21 **BREACH OF EXPRESS WARRANTY**
22

(Alaska Stat. Ann. §§ 45.02.313 and 45.12.210)

1586. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

1587. Plaintiffs, Slade D. Howell, Angela Christenson, Wesley S Catlin, John Brady, (for purposes of this section, “Plaintiffs”) bring this action on behalf of themselves against Fiat and FCA.

1588. Fiat and FCA are and were at all relevant times “merchants” with respect to motor vehicles under Alaska Stat. Ann. §§ 45.02.104(a) and 45.12.103(c)(11), and “sellers” of motor vehicles under § 45.02.103(a)(4).

1589. With respect to leases, Fiat and FCA are and were all relevant times “lessors” of motor vehicles under Alaska Stat. Ann. § 45.12.103(a)(16).

1590. The Subject Vehicles are and were at all relevant times “goods” within the meaning of Alaska Stat. Ann. §§ 45.02.105(a) and 45.12.103(a)(8)).

1591. Federal law requires manufacturers of light-duty vehicles to provide two federal emission control warranties: a “Performance Warranty” and a “Design and Defect Warranty.” The Performance Warranty applies to repairs that are required during the first two years or 24,000 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain major emission control components are covered for the first eight years or 80,000 miles, whichever comes first. These major emission control components subject to the longer warranty include the catalytic converters, the electronic engine control unit (ECU), and the onboard emissions diagnostic device or computer. The Design and Defect Warranty covers repair of emission control

1 or emission related parts which fail to function or function improperly due to a defect in materials
2 or workmanship. This warranty provides protection for two years or 24,000 miles, whichever
3 comes first, or, for the major emission control components, for eight years or 80,000 miles,
4 whichever comes first.

5 1592. Fiat and FCA provided these warranties to Plaintiffs. These warranties formed the
6 basis of the bargain that was reached when Plaintiffs purchased or leased their Subject Vehicles.

7 1593. However, Fiat and FCA knew or should have known that the warranties were false
8 and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles
9 sold and leased to Plaintiffs were designed to deactivate under real-world driving conditions, and
10 to emit oxides of nitrogen within legal limits only when undergoing emissions testing, and
11 therefore, knew that the emission systems contained defects.

12 1594. Plaintiffs reasonably relied on Fiat's and FCA's express warranties concerning
13 emissions when purchasing or leasing the Subject Vehicles. However, the Subject Vehicles did not
14 perform as warranted. Unbeknownst to Plaintiffs, the Subject Vehicles were designed to pollute at
15 higher than legal limits during normal driving, and could not achieve advertised performance and
16 efficiency metrics without this cheating design. This design and the devices that effectuate it are
17 defects. Fiat and FCA therefore breached their express warranty by providing a product containing
18 defects that were never disclosed to Plaintiffs.

19 1595. Any opportunity to cure the express breach is unnecessary and futile.

20 1596. As a direct and proximate result of Fiat's and FCA's breach of express warranties,
21 Plaintiffs suffered significant damages, and seek damages in an amount to be determined at trial.

BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY
(Alaska Stat. Ann. §§ 45.02.314 and 45.12.212)

1597. Plaintiffs reallege and incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

1598. Plaintiffs, Slade D. Howell, Angela Christenson, Wesley S Catlin, John Brady, (for purposes of this section, “Plaintiffs”) bring this action on behalf of themselves against Fiat and FCA.

1599. Fiat and FCA were at all relevant times “merchants” with respect to motor vehicles under Alaska Stat. Ann. §§ 45.02.104(a) and 45.12.103(c)(11), and “sellers” of motor vehicles under § 45.02.103(a)(4).

1600. With respect to leases, Fiat and FCA are and were at all relevant times “lessors” of motor vehicles under Alaska Stat. Ann. § 45.12.103(a)(16).

1601. The Subject Vehicles are and were at all relevant times “goods” within the meaning of Alaska Stat. Ann. §§ 45.02.105(a) and 45.12.103(a)(8).

1602. A warranty that the Subject Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law pursuant to Alaska Stat. §§ 45.02.314 and 45.12.212.

1603. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject Vehicles were not in merchantable condition because their design violated state and federal laws. The Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and federal emission standards.

1604. Fiat’s and FCA’s breaches of the implied warranty of merchantability caused

1 damage to Plaintiffs. The amount of damages due will be proven at trial.

2 **3. Arizona**

3
4 **BREACH OF EXPRESS WARRANTY**
5 **(Ariz. Rev. Stat. §§ 47-2313 and 47-2A210)**
6

7 1605. Plaintiffs reallege and incorporate by reference all preceding allegations as though
8 fully set forth herein.

9 1606. Plaintiffs, Brad W. Lines, Dally Eph Yarbrough, Daniel Smith, Doug Merrell,
10 Joseph HYTE Johnson, Mark Deemy, Michele Carrano, Robert Kroener, Thomas W. Spalding,
11 Michael Boales, Samuel D. Gross, Marvin Rambel, Troy Zapara, Thurman & Rose Dickey, John
12 Rory Carreon, Erick Angelo, Richard & Carol Huff, Kyle M. Griffey, Thang Nguyen, Terry
13 Hargis, Frank Deguzman, Hector Montano, Robin Clark, Preston and Paula Nott, Percy F
14 Gonzales, Sterling Lee Whitley Jr., Salvador Erivez, Jason Johnson, Kevin Stevens, Josh Reid,
15 James & Judy Drury, Ronald Ebann, Andrew Bonnett, Nathan Dawson, (for the purpose of this
16 section, "Plaintiff") bring this action on behalf of themselves against Fiat and FCA.

17 1607. Fiat and FCA are and were at all relevant times "merchants" with respect to motor
18 vehicles under Ariz. Rev. Stat. §§ 47-2104(A) and 47-2a103(c), and "sellers" of motor vehicles
19 under § 47-2103(A)(4).

20 1608. With respect to leases, Fiat and FCA are and were all relevant times "lessors" of
21 motor vehicles under Ariz. Rev. Stat. § 47-2a103(A)(16).

22 1609. The Subject Vehicles are and were at all relevant times "goods" within the meaning
23 of Ariz. Rev. Stat. §§ 47-2105(A) and 47-2a103(A)(8).

24 1610. Federal law requires manufacturers of light-duty vehicles to provide two federal
25 emission control warranties: a "Performance Warranty" and a "Design and Defect Warranty." The
26 Performance Warranty applies to repairs that are required during the first two years or 24,000

1 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain
2 major emission control components are covered for the first eight years or 80,000 miles, whichever
3 comes first. These major emission control components subject to the longer warranty include the
4 catalytic converters, the electronic engine control unit (ECU), and the onboard emissions
5 diagnostic device or computer. The Design and Defect Warranty covers repair of emission control
6 or emission related parts which fail to function or function improperly due to a defect in materials
7 or workmanship. This warranty provides protection for two years or 24,000 miles, whichever
8 comes first, or, for the major emission control components, for eight years or 80,000 miles,
9 whichever comes first.

10 1611. Fiat and FCA provided these warranties to Plaintiff. These warranties formed the
11 basis of the bargain that was reached when Plaintiff purchased or leased their Subject Vehicles.

12 1612. However, Fiat and FCA knew or should have known that the warranties were false
13 and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles
14 sold and leased to Plaintiff were designed to deactivate under real-world driving conditions, and
15 to emit oxides of nitrogen within legal limits only when undergoing emissions testing, and
16 therefore, knew that the emission systems contained defects.

17 1613. Plaintiff reasonably relied on Fiat's and FCA's express warranties concerning
18 emissions when purchasing or leasing the Subject Vehicles. however, the Subject Vehicles did not
19 perform as warranted. Unbeknownst to Plaintiff, the Subject Vehicles were designed to pollute at
20 higher than legal limits during normal driving, and could not achieve advertised performance and
21 efficiency metrics without this cheating design. This design and the devices that effectuate it are
22 defects. Fiat and FCA therefore breached their express warranty by providing a product containing
23 defects that were never disclosed to Plaintiff.

1614. Any opportunity to cure the express breach is unnecessary and futile.

1615. As a direct and proximate result of Fiat's and FCA's breach of express warranties, Plaintiff suffered significant damages, and seek damages in an amount to be determined at trial.

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(Ariz. Rev. Stat. §§ 47-2314 and 47-2A212)

1616. Plaintiffs reallege and incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

1617. Plaintiffs, Brad W. Lines, Dally Eph Yarbrough, Daniel Smith, Doug Merrell, Joseph Hyte Johnson, Mark Deemy, Michele Carrano, Robert Kroener, Thomas W. Spalding, Michael Boales, Samuel D. Gross, Marvin Rambel, Troy Zapara, Thurman & Rose Dickey, John Rory Carreon, Erick Angelo, Richard Huff, Kyle M. Griffey, Thang Nguyen, Terry Hargis, Frank Deguzman, Hector Montano, Robin Clark, Preston and Paula Nott, Percy F Gonzales, Sterling Lee Whitley Jr., Salvador Erivez, Jason Johnson, Kevin Stevens, Josh Reid, James & Judy Drury, Ronald Ebann, Andrew Bonnett, Nathan Dawson, (for the purpose of this section, "Plaintiff") bring this action on behalf of themselves against Fiat and FCA.

1618. Fiat and FCA were at all relevant times "merchants" with respect to motor vehicles under Ariz. Rev. Stat. §§ 47-2104(A) and 47-2a103(c), and "sellers" of motor vehicles under 12 § 47-2103(A)(4).

1619. With respect to leases, Fiat and FCA are and were at all relevant times "lessors" of motor vehicles under Ariz. Rev. Stat. § 47-2a103(A)(16).

1620. The Subject Vehicles are and were at all relevant times "goods" within the meaning of Ariz. Rev. Stat. §§ 47-2105(A) and 47-2a103(A)(8).

1621. A warranty that the Subject Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law pursuant to Ariz. Rev. Stat. §§ 47-

2314 and 47-2a212.

1622. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject Vehicles were not in merchantable condition because their design violated state and federal laws. The Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and federal emission standards.

1623. Fiat's and FCA's breaches of the implied warranty of merchantability caused damage to the Plaintiff. The amount of damages due will be proven at trial.

4. Arkansas

BREACH OF EXPRESS WARRANTY (Ark. Code Ann. §§ 4-2-313 and 4-2A-210)

1624. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

1625. Plaintiffs, Brian & Kim Way, Gary Wainwright, Justin Davis, Kevin Massey, James Mikes, Levi Kimsey, Larry & Daina Wilhelm, Billy & Joseph Welch, Douglas Mettenburg, David Kizzia, Heath Minyard, Ryan Allred, Richard Harris, Theodore Carter, Troy L and Ruth E Jeremias, Steve Spidal, Jr., Keith Wallum, Richie Harris, Kevin Sanders, Patrick Pursel, (for the purpose of this section, "Plaintiff") brings this action on behalf of themselves against Fiat and FCA.

1626. Fiat and FCA are and were at all relevant times "merchants" with respect to motor vehicles under Ark. Code Ann. §§ 4-2-104(1) and 4-2A-103(3), and "seller[s]" of motor vehicles under § 4-2-103(1)(d).

1627. With respect to leases, Fiat and FCA are and were all relevant times "lessors" of motor vehicles under Ark. Code Ann. § 4-2A-103(1)(p).

1628. The Subject Vehicles are and were at all relevant times "goods" within the meaning

1 of Ark. Code Ann. §§ 4-2-105(1) and 4-2A-103(1)(h).

2 1629. Federal law requires manufacturers of light-duty vehicles to provide two federal
3 emission control warranties: a “Performance Warranty” and a “Design and Defect Warranty.” The
4 Performance Warranty applies to repairs that are required during the first two years or 24,000
5 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain
6 major emission control components are covered for the first eight years or 80,000 miles, whichever
7 comes first. These major emission control components subject to the longer warranty include the
8 catalytic converters, the electronic engine control unit (ECU), and the onboard emissions
9 diagnostic device or computer. The Design and Defect Warranty covers repair of emission control
10 or emission related parts which fail to function or function improperly due to a defect in materials
11 or workmanship. This warranty provides protection for two years or 24,000 miles, whichever
12 comes first, or, for the major emission control components, for eight years or 80,000 miles,
13 whichever comes first.

14 1630. Fiat and FCA provided these warranties to Plaintiff. These warranties formed the
15 basis of the bargain that was reached when Plaintiff purchased or leased their Subject Vehicles.

16 1631. However, Fiat and FCA knew or should have known that the warranties were false
17 and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles
18 sold and leased to Plaintiffs were designed to deactivate under real-world driving conditions, and
19 to emit oxides of nitrogen within legal limits only when undergoing emissions testing, and
20 therefore, knew that the emission systems contained defects.

21 1632. Plaintiffs reasonably relied on Fiat’s and FCA’s express warranties concerning
22 emissions when purchasing or leasing the Subject Vehicles. However, the Subject Vehicles did
23 not perform as warranted. Unbeknownst to Plaintiffs the Subject Vehicles were designed to pollute

1 at higher than legal limits during normal driving, and could not achieve advertised performance
2 and efficiency metrics without this cheating design. This design and the devices that effectuate it
3 are defects. Fiat and FCA therefore breached their express warranty by providing a product
4 containing defects that were never disclosed to Plaintiff.

5 1633. Any opportunity to cure the express breach is unnecessary and futile.

6 1634. As a direct and proximate result of Fiat's and FCA's breach of express warranties,
7 Plaintiff suffered significant damages, and seek damages in an amount to be determined at trial.

8 **BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**
9 **(Ark. Code Ann. §§ 4-2-314 and 4-2A-212)**
10

11 1635. Plaintiffs reallege and incorporate by reference all allegations of the preceding
12 paragraphs as though fully set forth herein.

13 1636. Plaintiffs, Brian & Kim Way, Gary Wainwright, Justin Davis, Kevin Massey,
14 James Mikes, Levi Kimsey, Larry & Daina Wilhelm, Billy & Joseph Welch, Douglas Mettenburg,
15 David Kizzia, Heath Minyard, Ryan Allred, Richard Harris, Theodore Carter, Troy L and Ruth E
16 Jeremias, Steve Spidal, Jr., Keith Wallum, Richie Harris, Kevin Sanders, Patrick Pursel, (for the
17 purpose of this section, "Plaintiff") brings this action on behalf of themselves against Fiat and
18 FCA.

19 1637. Fiat and FCA were at all relevant times "merchants" with respect to motor vehicles
20 under Ark. Code Ann. §§ 4-2-104(1) and 4-2A-103(3), and "seller[s]" of motor vehicles under §
21 4-2-103(1)(d).

22 1638. With respect to leases, Fiat and FCA are and were at all relevant times "lessors" of
23 motor vehicles under Ark. Code Ann. § 4-2A-103(1)(p).

1 1639. The Subject Vehicles are and were at all relevant times “goods” within the meaning
2 of Ark. Code Ann. §§ 4-2-105(1) and 4-2A-103(1)(h).

3 1640. A warranty that the Subject Vehicles were in merchantable condition and fit for the
4 ordinary purpose for which vehicles are used is implied by law pursuant to Ark. Code Ann. §§ 4-
5 10 2-314 and 4-2A-212.

6 1641. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable
7 condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject
8 Vehicles were not in merchantable condition because their design violated state and federal laws.
9 The Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and
10 federal emission standards.

11 1642. Fiat’s and FCA’s breaches of the implied warranty of merchantability caused
12 damage to Plaintiff. The amount of damages due will be proven at trial.

13 **5. California**

14
15 **BREACH OF EXPRESS WARRANTY**
16 **(Cal. Com. Code §§ 2313 and 10210)**
17

18 1643. Plaintiffs reallege and incorporate by reference all preceding allegations as though
19 fully set forth herein.

20 1644. Plaintiffs, Kent Jenkins, Albert and Sharon Overholtzer, Jeff Strong, Gordon
21 Hunter and Shawnda Bays, Ryan King, Malissa and Pete Teriele, Robert and Elva Magallon,
22 David Meienburg, Blake and Susan Weinstein, Linda Lawrence, Andrew Bleier, Mark Armstrong,
23 Mark and Morgan Souza, David Ngo, Ricky Jensen, (for the purpose of this section, “Plaintiffs”)
24 bring this action on behalf of themselves against Fiat and FCA.

1 1645. Fiat and FCA are and were at all relevant times “merchants” with respect to motor
2 vehicles under Cal. Com. Code §§ 2104(1) and 10103(c), and “sellers” of motor vehicles under §
3 2103(1)(d).

4 1646. With respect to leases, Fiat and FCA are and were all relevant times “lessors” of
5 motor vehicles under Cal. Com. Code § 10103(a)(16).

6 1647. The Subject Vehicles are and were at all relevant times “goods” within the meaning
7 of Cal. Com. Code §§ 2105(1) and 10103(a)(8)).

8 1648. Federal law requires manufacturers of light-duty vehicles to provide two federal
9 emission control warranties: a “Performance Warranty” and a “Design and Defect Warranty.” The
10 Performance Warranty applies to repairs that are required during the first two years or 24,000
11 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain
12 major emission control components are covered for the first eight years or 80,000 miles, whichever
13 comes first. These major emission control components subject to the longer warranty include the
14 catalytic converters, the electronic engine control unit (ECU), and the onboard emissions
15 diagnostic device or computer. The Design and Defect Warranty covers repair of emission control
16 or emission related parts which fail to function or function improperly due to a defect in materials
17 or workmanship. This warranty provides protection for two years or 24,000 miles, whichever
18 comes first, or, for the major emission control components, for eight years or 80,000 miles,
19 whichever comes first.

20 1649. Fiat and FCA provided these warranties to Plaintiffs. These warranties formed the
21 basis of the bargain that was reached when Plaintiffs purchased or leased their Subject Vehicles.

22 1650. However, Fiat and FCA knew or should have known that the warranties were false

1 and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles
2 sold and leased to Plaintiffs were designed to deactivate under real-world driving conditions, and
3 to emit oxides of nitrogen within legal limits only when undergoing emissions testing, and
4 therefore, knew that the emission systems contained defects.

5 1651. Plaintiffs reasonably relied on Fiat's and FCA's express warranties concerning
6 emissions when purchasing or leasing the Subject Vehicles. However, the Subject Vehicles did
7 not perform as warranted. Unbeknownst to Plaintiffs, the Subject Vehicles were designed to
8 pollute at higher than legal limits during normal driving, and could not achieve advertised
9 performance and efficiency metrics without this cheating design. This design and the devices that
10 effectuate it are defects. Fiat and FCA therefore breached their express warranty by providing a
11 product containing defects that were never disclosed to Plaintiffs.

12 1652. Any opportunity to cure the express breach is unnecessary and futile.

13 1653. As a direct and proximate result of Fiat's and FCA's breach of express warranties,
14 Plaintiffs suffered significant damages, and seek damages in an amount to be determined at trial.

15 **BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**
16 **(Cal. Com. Code §§ 2314 and 10212)**
17

18 1654. Plaintiffs reallege and incorporate by reference all allegations of the preceding
19 paragraphs as though fully set forth herein.

20 1655. Plaintiffs, Kent Jenkins, Albert and Sharon Overholtzer, Jeff Strong, Gordon
21 Hunter and Shawnda Bays, Ryan King, Malissa and Pete Teriele, Robert and Elva Magallon,
22 David Meienburg, Blake and Susan Weinstein, Linda Lawrence, Andrew Bleier, Mark Armstrong,
23 Mark and Morgan Souza, David Ngo, Ricky Jensen, (for the purpose of this section, "Plaintiffs")
24 bring this action on behalf of themselves against Fiat and FCA.

1 1656. Fiat and FCA were at all relevant times “merchants” with respect to motor vehicles
2 under Cal. Com. Code §§ 2104(1) and 10103(c), and “sellers” of motor vehicles under §
3 2103(1)(d).

4 1657. With respect to leases, Fiat and FCA are and were at all relevant times “lessors” of
5 motor vehicles under Cal. Com. Code § 10103(a)(16).

6 1658. The Subject Vehicles are and were at all relevant times “goods” within the meaning
7 of Cal. Com. Code §§ 2105(1) and 10103(a)(8).

8 1659. A warranty that the Subject Vehicles were in merchantable condition and fit for the
9 ordinary purpose for which vehicles are used is implied by law pursuant to Cal. Com. Code §§
10 2314 and 10212.

11 1660. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable
12 condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject
13 Vehicles were not in merchantable condition because their design violated state and federal laws.
14 The Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and
15 federal emission standards.

16 1661. Fiat’s and FCA’s breaches of the implied warranty of merchantability caused
17 damage to the Plaintiffs. The amount of damages due will be proven at trial.

18 **VIOLATIONS OF SONG-BEVERLY CONSUMER WARRANTY ACT FOR**
19 **BREACH OF EXPRESS WARRANTIES**
20 **(Cal. Civ. Code §§ 1791.2 & 1793.2(d))**

21
22 1662. Plaintiffs reallege and incorporate by reference all preceding allegations as though
23 fully set forth herein.

24 1663. Plaintiffs, Kent Jenkins, Albert and Sharon Overholtzer, Jeff Strong, Gordon
25 Hunter and Shawnda Bays, Ryan King, Malissa and Pete Teriele, Robert and Elva Magallon,

1 David Meienburg, Blake and Susan Weinstein, Linda Lawrence, Andrew Bleier, Mark Armstrong,
2 Mark and Morgan Souza, David Ngo, Ricky Jensen, (for the purpose of this section, “Plaintiffs”)
3 bring this action on behalf of themselves against Fiat and FCA.

4 1664. Plaintiffs who purchased or leased the Subject Vehicles in California are “buyers”
5 within the meaning of Cal. Civ. Code § 1791(b).

6 1665. The Subject Vehicles are “consumer goods” within the meaning of Cal. Civ. Code
7 § 1791(a).

8 1666. Fiat Chrysler is a “manufacturer[s]” of the Subject Vehicles within the meaning of
9 Cal. Civ. Code § 1791(j).

10 1667. Plaintiffs bought/leased new motor vehicles manufactured by Fiat Chrysler.

11 1668. Fiat Chrysler made express warranties to Plaintiffs within the meaning of Cal. Civ.
12 Code §§ 1791.2 and 1793.2, as described above.

13 1669. Federal law requires manufacturers of light-duty vehicles to provide two federal
14 emission control warranties: a “Performance Warranty” and a “Design and Defect Warranty.” The
15 Performance Warranty applies to repairs that are required during the first two years or 24,000
16 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain
17 major emission control components are covered for the first eight years or 80,000 miles, whichever
18 comes first. These major emission control components subject to the longer warranty include the
19 catalytic converters, the electronic engine control unit (ECU), and the onboard emissions
20 diagnostic device or computer. The Design and Defect Warranty covers repair of emission control
21 or emission related parts which fail to function or function improperly due to a defect in materials
22 or workmanship. This warranty provides protection for two years or 24,000 miles, whichever
23 comes first, or, for the major emission control components, for eight years or 80,000 miles,

1 whichever comes first.

2 1670. Fiat and FCA provided these warranties to Plaintiffs. These warranties formed the
3 basis of the bargain that was reached when Plaintiffs purchased or leased their Subject Vehicles.

4 1671. However, Fiat and FCA knew or should have known that the warranties were false
5 and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles
6 sold and leased to Plaintiffs were designed to deactivate under real-world driving conditions, and
7 to emit oxides of nitrogen within legal limits only when undergoing emissions testing, and
8 therefore, knew that the emission systems contained defects.

9 1672. Plaintiffs reasonably relied on Fiat's and FCA's express warranties concerning
10 emissions when purchasing or leasing the Subject Vehicles. However, the Subject Vehicles did
11 not perform as warranted. Unbeknownst to Plaintiffs, the Subject Vehicles were designed to
12 pollute at higher than legal limits during normal driving, and could not achieve advertised
13 performance and efficiency metrics without this cheating design. This design and the devices that
14 effectuate it are defects. Fiat and FCA therefore breached their express warranty by providing a
15 product containing defects that were never disclosed to Plaintiffs.

16 1673. Any opportunity to cure the express breach is unnecessary and futile.

17 1674. As a direct and proximate result of Fiat's and FCA's breach of express warranties,
18 Plaintiffs suffered significant damages, and seek damages in an amount to be determined at trial.

19 1675. Pursuant to Cal. Civ. Code §§ 1793.2 and 1794, CA Plaintiffs seek an order
20 enjoining Defendants' unfair and/or deceptive acts or practices, damages, punitive damages, and
21 any other just and proper relief available under the Song-Beverly Consumer Warranty Act.

22 **VIOLATIONS OF SONG-BEVERLY CONSUMER WARRANTY ACT FOR**
23 **BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**
24 **(Cal. Civ. Code §§ 1791.1 and 1792)**
25

1 1676. Plaintiffs reallege and incorporate by reference all preceding allegations as though
2 fully set forth herein.

3 1677. Plaintiffs, Kent Jenkins, Albert and Sharon Overholtzer, Jeff Strong, Gordon
4 Hunter and Shawnda Bays, Ryan King, Malissa and Pete Teriele, Robert and Elva Magallon,
5 David Meienburg, Blake and Susan Weinstein, Linda Lawrence, Andrew Bleier, Mark Armstrong,
6 Mark and Morgan Souza, David Ngo, Ricky Jensen, (for the purpose of this section, "Plaintiffs")
7 bring this action on behalf of themselves against Fiat and FCA.

8 1678. Plaintiffs who purchased or leased the Subject Vehicles in California are "buyers"
9 within the meaning of Cal. Civ. Code § 1791(b).

10 1679. The Subject Vehicles are "consumer goods" within the meaning of Cal. Civ. Code
11 § 1791(a).

12 1680. Fiat Chrysler is a "manufacturer" of the Subject Vehicles within the meaning of
13 Cal. Civ. Code § 1791(j).

14 1681. Fiat Chrysler impliedly warranted to Plaintiffs that its Subject Vehicles were
15 "merchantable" within the meaning of Cal. Civ. Code §§ 1791.1(a) and 1792, however, the Subject
16 Vehicles do not have the quality that a buyer would reasonably expect.

17 1682. Cal. Civ. Code § 1791.1(a) states: "Implied warranty of merchantability" or
18 "implied warranty that goods are merchantable" means that the consumer goods meet each of the
19 following:

- 20
- 21 A. Pass without objection in the trade under the contract description.
 - 22 B. Are fit for the ordinary purposes for which such goods are used.
 - 23 C. Are adequately contained, packaged, and labeled.
 - 24 D. Conform to the promises or affirmations of fact made on the container or label.

1
2 1683. The Subject Vehicles would not pass without objection in the automotive trade
3 because of the defects in the Subject Vehicles' "clean" diesel engine system. Because of the defects
4 in the Subject Vehicles' EcoDiesel® engine systems, they are not in merchantable condition and
5 thus not fit for ordinary purposes.

6 1684. The Subject Vehicles are not adequately labeled because the labeling fails to
7 disclose the defects in the Subject Vehicles' diesel engine system. The Subject Vehicles do not
8 conform to the promises and affirmations made by Fiat Chrysler.

9 1685. Fiat Chrysler's breach of the implied warranty of merchantability caused damage
10 to Plaintiffs who purchased or leased the defective vehicles. The amount of damages due will be
11 proven at trial.

12 1686. Pursuant to Cal. Civ. Code §§ 1791.1(d) and 1794, Plaintiffs seek an order
13 enjoining Defendants' unfair and/or deceptive acts or practices, damages, punitive damages, and
14 any other just and proper relief available under the Song-Beverly Consumer Warranty Act.

15 **BREACH OF EXPRESS CALIFORNIA EMISSIONS WARRANTIES**
16 **(Cal. Civ. Code § 1793.2, *et seq.*)**
17

18 1687. Plaintiffs reallege and incorporate by reference all preceding allegations as though
19 fully set forth herein.

20 1688. Plaintiffs, Kent Jenkins, Albert and Sharon Overholtzer, Jeff Strong, Gordon
21 Hunter and Shawnda Bays, Ryan King, Malissa and Pete Teriele, Robert and Elva Magallon,
22 David Meienburg, Blake and Susan Weinstein, Linda Lawrence, Andrew Bleier, Mark Armstrong,
23 Mark and Morgan Souza, David Ngo, Ricky Jensen, (for the purpose of this section, "Plaintiffs")

1 bring this action on behalf of themselves against Fiat and FCA.

2 1689. Each Subject Vehicle is covered by express California Emissions Warranties as a
3 matter of law. *See* Cal. Health & Safety Code § 43205; Cal. Code Regs. tit. 13, § 2037.

4 1690. The express California Emissions Warranties generally provide “that the vehicle or
5 engine is...[d]esigned, built, and equipped so as to conform with all applicable regulations adopted
6 by the Air Resources Board.” This provision applies without any time or mileage limitation.

7 1691. The California Emissions Warranties also specifically warrant Plaintiffs against
8 any performance failure of the emissions control system for three years or 50,000 miles, whichever
9 occurs first, and against any defect in any emission-related part for seven years or 70,000 miles,
10 whichever occurs first.

11 1692. California law imposes express duties “on the manufacturer of consumer goods sold
12 in this state and for which the manufacturer has made an express warranty.” Cal. Civ. Code §
13 1793.2.

14 1693. Among those duties, “[i]f the manufacturer or its representative in this state is
15 unable to service or repair a new motor vehicle...to conform to the applicable express warranties
16 after a reasonable number of attempts, the manufacturer shall either promptly replace the new
17 motor vehicle or promptly make restitution to the buyer” at the vehicle owner’s option. *See* Cal.
18 Civ. Code § 1793.2(d)(2).

19 1694. Plaintiffs are excused from the requirement to “deliver nonconforming goods to the
20 manufacturer’s service and repair facility within this state” because Fiat Chrysler is refusing to
21 accept them and delivery of the California Vehicles “cannot reasonably be accomplished.” Cal.

1 Civ. Code § 1793.2(c).

2 1695. This complaint is written notice of nonconformity to Defendants and “shall
3 constitute return of the goods.” *Id.*

4 1696. In addition to all other damages and remedies, Plaintiffs are entitled to “recover a
5 civil penalty of up to two times the amount of damages” for the aforementioned violation. *See* Cal.
6 Civ. Code § 1794(e)(1). Any “third-party dispute resolution process” offered by Defendants does
7 not relieve Defendants from the civil penalty imposed because Defendants are not offering the
8 process to Plaintiffs for resolution of these California Emissions Warranties issues and the process
9 is not “substantially” compliant. *See* Cal. Civ. Code 2 § 1794(e)(2); Cal. Civ. Code § 1793.22(d);
10 16 C.F.R. § 703.2.

11 **6. Colorado**

12 **BREACH OF EXPRESS WARRANTY** 13 **(Colo. Rev. Stat. §§ 4-2-313 and 4-2.5-210)** 14

15 1697. Plaintiffs reallege and incorporate by reference all preceding allegations as though
16 fully set forth herein.

17 1698. Plaintiffs, Andrew Rogers, Douglas L. Bay, Jeff Schoonover, Ken Trousdale,
18 Leslie J. Preston, Steve Conklin, William Akins, Kenyon Shephard, Alfred Herrera, Noel Vazquez,
19 Jason Mull, Jorge Villarreal, Jose Castro, Ken Kroschel, Michael Gides, David Coop, Casey &
20 Ashley Knutson, Todd Dombek, Ernest and Selina Mascarenas, Restoration Services Group Inc.
21 Michael Whittenmore, Ralph Landi, Joshua Herrera, Jason Vermillion, Robert Bank, Daniel and
22 Cynthia Bonifas, Ryan Renfro, Kyle W. Dreas, Roland Begay, Doug Conrad, Frances & Carl
23 Roberts, Jimmie James & Tamara James, (for the purpose of this section, “Plaintiffs”) bring this
24 action on behalf of themselves against Fiat and FCA.
25

1 1699. Fiat and FCA are and were at all relevant times “merchants” with respect to motor
2 vehicles under Colo. Rev. Stat. §§ 4-2-104(1) and 4-2.5-103(3), and “sellers” of motor vehicles
3 under § 4-2-103(1)(d).

4 1700. With respect to leases, Fiat and FCA are and were all relevant times “lessors” of
5 motor vehicles under Colo. Rev. Stat. § 4-2.5-103(1)(p).

6 1701. The Subject Vehicles are and were at all relevant times “goods” within the meaning
7 of Colo. Rev. Stat. §§ 4-2-105(1) and 4-2.5-103(1)(h).

8 1702. Federal law requires manufacturers of light-duty vehicles to provide two federal
9 emission control warranties: a “Performance Warranty” and a “Design and Defect Warranty.” The
10 Performance Warranty applies to repairs that are required during the first two years or 24,000
11 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain
12 major emission control components are covered for the first eight years or 80,000 miles, whichever
13 comes first. These major emission control components subject to the longer warranty include the
14 catalytic converters, the electronic engine control unit (ECU), and the onboard emissions
15 diagnostic device or computer. The Design and Defect Warranty covers repair of emission or
16 emission related parts which fail to function or function improperly due to a defect in materials or
17 workmanship. This warranty provides protection for two years or 24,000 miles, whichever comes
18 first, or, for the major emission control components, for eight years or 80,000 miles, whichever
19 comes first.

20 1703. Fiat and FCA provided these warranties to Plaintiffs. These warranties formed the
21 basis of the bargain that was reached when Plaintiffs purchased or leased their Subject Vehicles.

22 1704. However, Fiat and FCA knew or should have known that the warranties were false
23 and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles

1 sold and leased to Plaintiffs were designed to deactivate under real- world driving conditions, and
 2 to emit oxides of nitrogen within legal limits only when undergoing emissions testing, and
 3 therefore, knew that the emission systems contained defects.

4 1705. Plaintiffs reasonably relied on Fiat's and FCA's express warranties concerning
 5 emissions when purchasing or leasing the Subject Vehicles. However, the Subject Vehicles did
 6 not perform as warranted. Unbeknownst to Plaintiffs, the Subject Vehicles were designed to
 7 pollute at higher than legal limits during normal driving, and could not achieve advertised
 8 performance and efficiency metrics without this cheating design. This design and the devices that
 9 effectuate it are defects. Fiat and FCA therefore breached their express warranty by providing a
 10 product containing defects that were never disclosed to Plaintiffs.

11 1706. Any opportunity to cure the express breach is unnecessary and futile.

12 1707. As a direct and proximate result of Fiat's and FCA's breach of express warranties,
 13 Plaintiffs suffered significant damages, and seek damages in an amount to be determined at trial.

14 **BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY**
 15 **(Colo. Rev. Stat. §§ 4-2-313 and 4-2.5-212)**
 16

17 1708. Plaintiffs reallege and incorporate by reference all allegations of the preceding
 18 paragraphs as though fully set forth herein.

19 1709. Plaintiffs, Andrew Rogers, Douglas L. Bay, Jeff Schoonover, Ken Trousdale,
 20 Leslie J. Preston, Steve Conklin, William Akins, Kenyon Shephard, Alfred Herrera, Noel Vazquez,
 21 Jason Mull, Jorge Villarreal, Jose Castro, Ken Kroschel, Michael Gides, David Coop, Casey &
 22 Ashley Knutson, Todd Dombek, Ernest and Selina Mascarenas, Restoration Services Group Inc.
 23 Michael Whittenmore, Ralph Landi, Joshua Herrera, Jason Vermillion, Robert Bank, Daniel and
 24 Cynthia Bonifas, Ryan Renfro, Kyle W. Dreas, Roland Begay, Doug Conrad, Frances & Carl
 25 Roberts, Jimmie James & Tamara James, (for the purpose of this section, "Plaintiffs") bring this

1 action on behalf of themselves against Fiat and FCA.

2 1710. Fiat and FCA were at all relevant times “merchants” with respect to motor vehicles
3 under Colo. Rev. Stat. §§ 4-2-104(1) and 4-2.5-103(3), and “sellers” of motor vehicles under § 4-
4 2-103(1)(d).

5 1711. With respect to leases, Fiat and FCA are and were at all relevant times “lessors” of
6 motor vehicles under Colo. Rev. Stat. § 4-2.5-103(1)(p).

7 1712. The Subject Vehicles are and were at all relevant times “goods” within the meaning
8 of Colo. Rev. Stat. §§ 4-2-105(1) and 4-2.5-103(1)(h).

9 1713. A warranty that the Subject Vehicles were in merchantable condition and fit for the
10 ordinary purpose for which vehicles are used is implied by law pursuant to Colo. Rev. Stat. §§ 4-
11 2-313 and 4-2.5-212.

12 1714. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable
13 condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject
14 Vehicles were not in merchantable condition because their design violated state and federal laws.
15 The Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and
16 federal emission standards.

17 1715. Fiat’s and FCA’s breaches of the implied warranty of merchantability caused
18 damage to the Plaintiffs. The amount of damages due will be proven at trial.

19 **7. Connecticut**

20 **BREACH OF EXPRESS WARRANTY**
21 **(Conn. Gen. Stat. Ann. § 42A-2-313)**
22

23 1716. Plaintiffs reallege and incorporate by reference all preceding allegations as though
24 fully set forth herein.

1 1717. Plaintiffs, Sean Conran, Cody Langlois, Robert W. Ford, Todd Ruttura, Robert
2 Perron, III, Kevin Cudgma, Tomas Jakubcak, (for the purpose of this section, “Plaintiff”) brings
3 this action on behalf of themselves against Fiat and FCA.

4 1718. Fiat and FCA are and were at all relevant times “merchants” with respect to motor
5 vehicles under Conn. Gen. Stat. Ann. § 42a-2-104(1).

6 1719. Federal law requires manufacturers of light-duty vehicles to provide two federal
7 emission control warranties: a “Performance Warranty” and a “Design and Defect Warranty.” The
8 Performance Warranty applies to repairs that are required during the first two years or 24,000
9 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain
10 major emission control components are covered for the first eight years or 80,000 miles, whichever
11 comes first. These major emission control components subject to the longer warranty include the
12 catalytic converters, the electronic engine control unit (ECU), and the onboard emissions
13 diagnostic device or computer. The Design and Defect Warranty covers repair of emission control
14 or emission related parts which fail to function or function improperly due to a defect in materials
15 or workmanship. This warranty provides protection for two years or 24,000 miles, whichever
16 comes first, or, for the major emission control components, for eight years or 80,000 miles,
17 whichever comes first.

18 1720. Fiat and FCA provided these warranties to Plaintiff. These warranties formed the
19 basis of the bargain that was reached when Plaintiff purchased or leased their Subject Vehicles.

20 1721. However, Fiat and FCA knew or should have known that the warranties were false
21 and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles
22 sold and leased to Plaintiff were designed to deactivate under real-world driving conditions, and

1 to emit oxides of nitrogen within legal limits only when undergoing emissions testing, and
2 therefore, knew that the emission systems contained defects.

3 1722. Plaintiff reasonably relied on Fiat's and FCA's express warranties concerning
4 emissions when purchasing or leasing the Subject Vehicles. However, the Subject Vehicles did
5 not perform as warranted. Unbeknownst to Plaintiff, the Subject Vehicles were designed to pollute
6 at higher than legal limits during normal driving, and could not achieve advertised performance
7 and efficiency metrics without this cheating design. This design and the devices that effectuate it
8 are defects. Fiat and FCA therefore breached their express warranty by providing a product
9 containing defects that were never disclosed to Plaintiffs.

10 1723. Any opportunity to cure the express breach is unnecessary and futile.

11 1724. Due to Fiat and FCA's breach of warranty as set forth herein, Plaintiff assert as an
12 additional and/or alternative remedy, as set forth in Conn. Gen. Stat. Ann. § 42a-2-711, for a
13 revocation of acceptance of the goods and for a return to Plaintiff of the purchase price of all
14 Subject Vehicles currently owned or leased, and for such other incidental and consequential
15 damages as allowed under Conn. Gen. Stat. Ann. §§ 42a-2-711 and 42a-2-608.

16 1725. As a direct and proximate result of Fiat's and FCA's breach of express warranties,
17 Plaintiff suffered significant damages, and seek damages in an amount to be determined at trial.

18 **BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**
19 **(Conn. Gen. Stat. Ann. § 42A-2-314)**
20

21 1726. Plaintiffs reallege and incorporate by reference all allegations of the preceding
22 paragraphs as though fully set forth herein.

23 1727. Plaintiffs Sean Conran, Cody Langlois, Robert W. Ford, Todd Ruttura, Robert

1 Perron, III, Kevin Cudgma, Tomas Jakubcak, (for the purpose of this section, “Plaintiff”) brings
2 this action on behalf of themselves against Fiat and FCA.

3 1728. Fiat and FCA were at all relevant times “merchants” with respect to motor vehicles
4 under Conn. Gen. Stat. Ann. § 42a-2-104(1).

5 1729. A warranty that the Subject Vehicles were in merchantable condition and fit for the
6 ordinary purpose for which vehicles are used is implied by law pursuant to Conn. Gen. Stat. Ann.
7 § 42a-2-314.

8 1730. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable
9 condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject
10 Vehicles were not in merchantable condition because their design violated state and federal laws.
11 The Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and
12 federal emission standards.

13 1731. Fiat’s and FCA’s breaches of the implied warranty of merchantability caused
14 damage to the Plaintiff. The amount of damages due will be proven at trial.

15 **8. Delaware**

16 **BREACH OF EXPRESS WARRANTY**
17 **(6 Del. Code §§ 2-313 and 2A-210)**
18

19 1732. Plaintiffs reallege and incorporate by reference all preceding allegations as though
20 fully set forth herein.

21 1733. Plaintiff, Roy McKenney and others to be named at a later date, (for the purpose of
22 this section, “Plaintiff”) brings this action on behalf of themselves against Fiat and FCA.

23 1734. Fiat and FCA are and were at all relevant times “merchants” with respect to motor
24 vehicles under 6 Del. C. §§ 2-104(1) and 2A-103(3), and “sellers” of motor vehicles under § 2-

1 103(1)(d).

2 1735. With respect to leases, Fiat and FCA are and were all relevant times “lessors” of
3 motor vehicles under 6 Del. C. § 2A-103(1)(p).

4 1736. The Subject Vehicles are and were at all relevant times “goods” within the meaning
5 of 6 Del. C. §§ 2-105(1) and 2A-103(1)(h).

6 1737. Federal law requires manufacturers of light-duty vehicles to provide two federal
7 emission control warranties: a “Performance Warranty” and a “Design and Defect Warranty.” The
8 Performance Warranty applies to repairs that are required during the first two years or 24,000
9 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain
10 major emission control components are covered for the first eight years or 80,000 miles, whichever
11 comes first. These major emission control components subject to the longer warranty include the
12 catalytic converters, the electronic engine control unit (ECU), and the onboard emissions
13 diagnostic device or computer. The Design and Defect Warranty covers repair of emission control
14 or emission related parts which fail to function or function improperly due to a defect in materials
15 or workmanship. This warranty provides protection for two years or 24,000 miles, whichever
16 comes first, or, for the major emission control components, for eight years or 80,000 miles,
17 whichever comes first.

18 1738. Fiat and FCA provided these warranties to the Plaintiffs. These warranties formed
19 the basis of the bargain that was reached when the Plaintiffs purchased or leased their Subject
20 Vehicles.

21 1739. However, Fiat and FCA knew or should have known that the warranties were false
22 and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles
23 sold and leased to the Plaintiffs were designed to deactivate under real-world driving conditions,

1 and to emit oxides of nitrogen within legal limits only when undergoing emissions testing, and
2 therefore, knew that the emission systems contained defects.

3 1740. The Plaintiffs reasonably relied on Fiat's and FCA's express warranties concerning
4 emissions when purchasing or leasing the Subject Vehicles. However, the Subject Vehicles did not
5 perform as warranted. Unbeknownst to the Plaintiffs, the Subject Vehicles were designed to pollute
6 at higher than legal limits during normal driving, and could not achieve advertised performance
7 and efficiency metrics without this cheating design. This design and the devices that effectuate it
8 are defects. Fiat and FCA therefore breached their express warranty by providing a product
9 containing defects that were never disclosed to the Plaintiffs.

10 1741. Any opportunity to cure the express breach is unnecessary and futile.

11 1742. As a direct and proximate result of Fiat's and FCA's breach of express warranties,
12 the Plaintiffs suffered significant damages, and seek damages in an amount to be determined at
13 trial.

14 **BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY**
15 **(6 Del. Code §§ 2-314 and 2A-212)**
16

17 1743. Plaintiffs reallege and incorporate by reference all allegations of the preceding
18 paragraphs as though fully set forth herein.

19 1744. Plaintiff, Roy McKenney and others to be named at a later date, (for the purpose of
20 this section, "Plaintiff") brings this action on behalf of themselves against Fiat and FCA.

21 1745. Fiat and FCA were at all relevant times "merchants" with respect to motor vehicles
22 under 6 Del. C. §§ 2-104(1) and 2A-103(3), and "sellers" of motor vehicles under § 2-103(1)(d).

23 1746. With respect to leases, Fiat and FCA are and were at all relevant times "lessors" of

1 motor vehicles under 6 Del. C. § 2A-103(1)(p).

2 1747. The Subject Vehicles are and were at all relevant times “goods” within the meaning
3 of 6 Del. C. §§ 2-105(1) and 2A-103(1)(h).

4 1748. A warranty that the Subject Vehicles were in merchantable condition and fit for the
5 ordinary purpose for which vehicles are used is implied by law pursuant to 6 Del. C. §§ 2-314 and
6 2A-212.

7 1749. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable
8 condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject
9 Vehicles were not in merchantable condition because their design violated state and federal laws.
10 The Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and
11 federal emission standards.

12 1750. Fiat’s and FCA’s breaches of the implied warranty of merchantability caused
13 damage to the Plaintiffs. The amount of damages due will be proven at trial.

14 **9. District of Columbia**

15 **BREACH OF EXPRESS WARRANTY**
16 **(D.C. Code §§ 28:2-313 and 28:2A-210)**

17
18 1751. Plaintiffs reallege and incorporate by reference all preceding allegations as though
19 fully set forth herein.

20 1752. This count is brought on behalf of the District of Columbia Plaintiffs against Fiat
21 and FCA.

22 1753. Fiat and FCA are ad were at all relevant times “merchants: with respect to motor
23 vehicles under D.C. Code §§ 28:2-104(1) and 28:2A-103(a)(20), and “sellers” of motor vehicles

1 under § 28:2-103(1)(d).

2 1754. With respect to leases, Fiat and FCA are and were all relevant times “lessors” of
3 motor vehicles under D.C. Code § 28:2A-103(a)(16).

4 1755. The Subject Vehicles are and were at all relevant times “goods” within the meaning
5 of D.C. Code §§ 28:2-105(1) and 28:2A-103(a)(8).

6 1756. Federal law requires manufacturers of light-duty vehicles to provide two federal
7 emission control warranties: a “Performance Warranty” and a “Design and Defect Warranty.” The
8 Performance Warranty applies to repairs that are required during the first two years or 24,000
9 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain
10 major emission control components are covered for the first eight years or 80,000 miles, whichever
11 comes first. These major emission control components subject to the longer warranty include the
12 catalytic converters, the electronic engine control unit (ECU), and the onboard emissions
13 diagnostic device or computer. The Design and Defect Warranty covers repair of emission control
14 or emission related parts which fail to function or function improperly due to a defect in materials
15 or workmanship. This warranty provides protection for two years or 24,000 miles, whichever
16 comes first, or, for the major emission control components, for eight years or 80,000 miles,
17 whichever comes first.

18 1757. Fiat and FCA provided these warranties to the District of Columbia Plaintiffs.
19 These warranties formed the basis of the bargain that was reached when the District of Columbia
20 Plaintiffs purchased or leased their Subject Vehicles.

21 1758. However, Fiat and FCA knew or should have known that the warranties were false
22 and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles
23 sold and leased to the District of Columbia were designed to deactivate under real-world driving

1 conditions, and to emit oxides of nitrogen within legal limits only when undergoing emissions
2 testing, and therefore, knew that the emission systems contained defects.

3 1759. The District of Columbia Plaintiffs reasonably relied on Fiat's and FCA's express
4 warranties concerning emissions when purchasing or leasing the Subject Vehicles. However, the
5 Subject Vehicles did not perform as warranted. Unbeknownst to the District of Columbia
6 Plaintiffs, the Subject Vehicles were designed to pollute at higher than legal limits during normal
7 driving, and could not achieve advertised performance and efficiency metrics without this cheating
8 design. This design and the devices that effectuate it are defects. Fiat and FCA therefore breached
9 their express warranty by providing a product containing defects that were never disclosed to the
10 District of Columbia Plaintiffs.

11 1760. Any opportunity to cure the express breach is unnecessary and futile.

12 1761. As a direct and proximate result of Fiat's and FCA's breach of express warranties,
13 the District of Columbia Plaintiffs suffered significant damages, and seek damages in an amount
14 to be determined at trial.

15 **BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**
16 **(D.C. Code §§ 28:2-314 and 28:2A-212)**
17

18 1762. Plaintiffs reallege and incorporate by reference all allegations of the preceding
19 paragraphs as though fully set forth herein.

20 1763. This count is brought on behalf of the District of Columbia Plaintiffs against Fiat
21 and FCA.

22 1764. Fiat and FCA were at all relevant times "merchants" with respect to motor vehicles
23 under D.C. Code §§ 28:2-104(1) and 28:2A-103(a)(20), and "sellers" of motor vehicles under §
24 28:2-103(1)(d).

1765. With respect to leases, Fiat and FCA are and were at all relevant times “lessors” of motor vehicles under D.C. Code § 28:2A-103(a)(16).

1766. The Subject Vehicles are and were at all relevant times “goods” within the meaning of D.C. Code §§ 28:2-105(1) and 28:2A-103(a)(8).

1767. A warranty that the Subject Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law pursuant to D.C. Code §§ 28:2-314 and 28:2A-212.

1768. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject Vehicles were not in merchantable condition because their design violated state and federal laws. The Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and federal emission standards.

1769. Fiat’s and FCA’s breaches of the implied warranty of merchantability caused damage to the District of Columbia Plaintiffs. The amount of damages due will be proven at trial.

10. Florida

BREACH OF EXPRESS WARRANTY (Fla. Stat. §§ 672.313 and 680.21)

1770. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

1771. Plaintiffs, Changping Wei, Derik Fairchild, Dominick Bianchi, Dozier Holton L. Browning, III, Jeffrey S. & Brandon M. Woodall, Jeremy Hornack, John Neumayer, Kevin Morrison, Michael DiVona, Monte Paul & Devera Jean Oberlee, Randall S. Holdaway, Richard Carr, Roberto Berenguer-Serrano, Sherri Collins, Stephen Swanson, Steven Fitzgerald, Steven Chauvin, William Patrick, Jr., Gary Luster & Phyllis Marie Anderson, Matthew Luckett, Brian Ashworth, Dean Allmon, Gilder L. Whitlock, Nicky Herrington, Peter Cacoperdo, Robert Allen,

1 Ronald Malcolm Macdonald, Ernest Hodgdon, Jeffrey Greenwood, Brandon Crookes, Robert
 2 Bell, Nathan Baisley, Judy & Roland Simmons, Gerald & Sharon Parker, Jimmy Steen, Steven M.
 3 Pender, Janelle & Bryan Wiggins, Allen Kevin Peacock, Osvaldo Romero, Robert Elie, Manuel
 4 & Michael Gonzalez, Christofer, Askervold, David & Giesela Martinez, Timothy Leathers, Joseph
 5 Dick-Griffith, Martin Mannion, Alonzo Thomas Stone, Mark Edward Harrell, Nicholas M. and
 6 Dana Golowich, Nathan Groom, Charles E. and Carol S. Crozier, Melissa Maldonado, Christina
 7 Kennedy, Judith Mary Bressler, Richard and Nancy Payne, Kimberly Oglesby, Rebecca M. Brace,
 8 Alicia Jean Hicken, Gordon Leroy Patterson, Tim Stewart, Micheas Vannes, Ben Korngold, John
 9 Baker, Brian Kirimdar d/b/a Aquafarm Organics, William Alfred Brown, Jr., Brad Hoben,
 10 Elizabeth Catherine Dunlap, Sergio Braga, David Hanson, Eugenio & Marsha Vargas, Jr., William
 11 & Marlene Loewen, (for the purpose of this section, “Plaintiffs”) bring this action on behalf of
 12 themselves against Fiat and FCA.

13 1772. Fiat and FCA are and were at all relevant times “merchants” with respect to motor
 14 vehicles under Fla. Stat. §§ 672.104(1) and 680.1031(3)(k), and “sellers” of motor vehicles under
 15 § 672.103(1)(d).

16 1773. With respect to leases, Fiat and FCA are and were all relevant times “lessors” of
 17 motor vehicles under Fla. Stat. § 680.1031(1)(p).

18 1774. The Subject Vehicles are and were at all relevant times “goods” within the meaning
 19 of Fla. Stat. §§ 672.105(1) and 680.1031(1)(h).

20 1775. Federal law requires manufacturers of light-duty vehicles to provide two federal
 21 emission control warranties: a “Performance Warranty” and a “Design and Defect Warranty.” The
 22 Performance Warranty applies to repairs that are required during the first two years or 24,000
 23 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain

1 major emission control components are covered for the first eight years or 80,000 miles, whichever
2 comes first. These major emission control components subject to the longer warranty include the
3 catalytic converters, the electronic engine control unit (ECU), and the onboard emissions
4 diagnostic device or computer. The Design and Defect Warranty covers repair of emission control
5 or emission related parts which fail to function or function improperly due to a defect in materials
6 or workmanship. This warranty provides protection for two years or 24,000 miles, whichever
7 comes first, or, for the major emission control components, for eight years or 80,000 miles,
8 whichever comes first.

9 1776. Fiat and FCA provided these warranties to Plaintiffs. These warranties formed the
10 basis of the bargain that was reached when Plaintiffs purchased or leased their Subject Vehicles.

11 1777. However, Fiat and FCA knew or should have known that the warranties were false
12 and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles
13 sold and leased to Plaintiffs were designed to deactivate under real-world driving conditions, and
14 to emit oxides of nitrogen within legal limits only when undergoing emissions testing, and
15 therefore, knew that the emission systems contained defects.

16 1778. Plaintiffs reasonably relied on Fiat's and FCA's express warranties concerning
17 emissions when purchasing or leasing the Subject Vehicles. However, the Subject Vehicles did
18 not perform as warranted. Unbeknownst to Plaintiffs, the Subject Vehicles were designed to
19 pollute at higher than legal limits during normal driving, and could not achieve advertised
20 performance and efficiency metrics without this cheating design. This design and the devices that
21 effectuate it are defects. Fiat and FCA therefore breached their express warranty by providing a
22 product containing defects that were never disclosed to Plaintiffs.

23 1779. Any opportunity to cure the express breach is unnecessary and futile.

1780. As a direct and proximate result of Fiat's and FCA's breach of express warranties, Plaintiffs suffered significant damages, and seek damages in an amount to be determined at trial.

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(Fla. Stat. §§ 672.314 and 680.212)

1781. Plaintiffs reallege and incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

1782. Plaintiffs, Changping Wei, Derik Fairchild, Dominick Bianchi, Dozier Holton L. Browning, III, Jeffrey S. & Brandon M. Woodall, Jeremy Hornack, John Neumayer, Kevin Morrison, Michael DiVona, Monte Paul & Devera Jean Oberlee, Randall S. Holdaway, Richard Carr, Roberto Berenguer-Serrano, Sherri Collins, Stephen Swanson, Steven Fitzgerald, Steven Chauvin, William Patrick, Jr., Gary & Phyllis Marie Luster Anderson, Matthew Luckett, Brian Ashworth, Dean Allmon, Gilder L. Whitlock, Nicky Herrington, Peter Cacoperdo, Robert Allen, Ronald Malcolm Macdonald, Ernest Hodgdon, Jeffrey Greenwood, Brandon Crookes, Robert Bell, Nathan Baisley, Judy & Roland Simmons, Gerald & Sharon Parker, Jimmy Steen, Steven M. Pender, Janelle & Bryan Wiggins, Allen Kevin Peacock, Osvaldo Romero, Robert Elie, Manuel & Michael Gonzalez, Christofer, Askervold, David & Giesela Martinez, Timothy Leathers, Joseph Dick-Griffith, Martin Mannion, Alonzo Thomas Stone, Mark Edward Farrell, Nicholas M. and Dana Golowich, Nathan Groom, Charles E. and Carol S. Crozier, Melissa Maldonado, Christina Kennedy, Judith Mary Bressler, Richard and Nancy Payne, Kimberly Oglesby, Rebecca M. Brace, Alicia Jean Hicken, Gordon Leroy Patterson, Tim Stewart, Micheas Vannes, Ben Korngold, John Baker, Brian Kirimdar d/b/a Aquafarm Organics, William Alfred Brown, Jr., Brad Hoben, Elizabeth Catherine Dunlap, Sergio Braga, David Hanson, Eugenio & Marsha Vargas, Jr., (for the purpose of this section, "Plaintiffs") bring this action on behalf of themselves against Fiat and FCA.

1 1783. Fiat and FCA were at all relevant times “merchants” with respect to motor vehicles
2 under Fla. Stat. §§ 672.104(1) and 680.1031(3)(k), and “sellers” of motor vehicles under §
3 672.103(1)(d).

4 1784. With respect to leases, Fiat and FCA are and were at all relevant times “lessors” of
5 motor vehicles under Fla. Stat. § 680.1031(1)(p).

6 1785. The Subject Vehicles are and were at all relevant times “goods” within the meaning
7 of Fla. Stat. §§ 672.105(1) and 680.1031(1)(h).

8 1786. A warranty that the Subject Vehicles were in merchantable condition and fit for the
9 ordinary purpose for which vehicles are used is implied by law pursuant to Fla. Stat. §§ 672.314
10 and 680.212.

11 1787. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable
12 condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject
13 Vehicles were not in merchantable condition because their design violated state and federal laws.
14 The Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and
15 federal emission standards.

16 1788. Fiat’s and FCA’s breaches of the implied warranty of merchantability caused
17 damage to the Plaintiffs. The amount of damages due will be proven at trial.

18 **11. Georgia**

19 **BREACH OF EXPRESS WARRANTY**
20 **(Ga. Code. Ann. §§ 11-2-313 and 11-2A-210)**

21
22 1789. Plaintiffs reallege and incorporate by reference all preceding allegations as though
23 fully set forth herein.

24 1790. Plaintiffs, Dana L. Gregory, Chad Trahan, Englebert Cherrington, Marcel

1 Lamoureux, Randall and Melissa Westmoreland, Micah Hill, Edwin B. Holton, John Victor Lowe,
2 Brian Kicak, Christopher Tucker, Michael A. Scott, Sam Ussery, Seymour Bidwell, Christian
3 Lizama, Anthony J. Eiermann, Brandon and Katherine Horton, Wayne Guyer, William Hunt, Judy
4 and Tom Crawford, Michael Cash, Vincent Princeotto, Tyler Perkins, Richard Carr, Roger Mack,
5 Maurice Johnson, Brody Sheppard, Robert Pitts Jr, Duane E. Morton Sr, Stanley E Lowe, Allen
6 Marcus Hutcheson, Donald Gilman, Dan Gravitt, George Graham, David Cich, Damian L.
7 Sigman, Claude Akley, Christopher Collins, Scott Harrington, Calvin Ball d/b/a Tower
8 Construction Co., Dawnetta Janene Holladay, (for the purpose of this section, "Plaintiffs") bring
9 this action on behalf of themselves against Fiat and FCA.

10 1791. Fiat and FCA are and were at all relevant times "merchants" with respect to motor
11 vehicles under Ga. Code Ann. §§ 11-2-104(1) and 11-2A-103(3), and "sellers" of motor vehicles
12 5 under § 11-2-103(1)(d).

13 1792. With respect to leases, Fiat and FCA are and were all relevant times "lessors" of
14 motor vehicles under Ga. Code Ann. § 11-2A-103(1)(p).

15 1793. The Subject Vehicles are and were at all relevant times "goods" within the meaning
16 of Ga. Code Ann. §§ 11-2-105(1) and 11-2A-103(1)(h).

17 1794. Federal law requires manufacturers of light-duty vehicles to provide two federal
18 emission control warranties: a "Performance Warranty" and a "Design and Defect Warranty." The
19 Performance Warranty applies to repairs that are required during the first two years or 24,000
20 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain
21 major emission control components are covered for the first eight years or 80,000 miles, whichever
22 comes first. These major emission control components subject to the longer warranty include the

1 catalytic converters, the electronic engine control unit (ECU), and the onboard emissions
2 diagnostic device or computer. The Design and Defect Warranty covers repair of emission control
3 or emission related parts which fail to function or function improperly due to a defect in materials
4 or workmanship. This warranty provides protection for two years or 24,000 miles, whichever
5 comes first, or, for the major emission control components, for eight years or 80,000 miles,
6 whichever comes first.

7 1795. Fiat and FCA provided these warranties to Plaintiffs. These warranties formed the
8 basis of the bargain that was reached when Plaintiffs purchased or leased their Subject Vehicles.

9 1796. However, Fiat and FCA knew or should have known that the warranties were false
10 and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles
11 sold and leased to Plaintiffs were designed to deactivate under real-world driving conditions, and
12 to emit oxides of nitrogen within legal limits only when undergoing emissions testing, and
13 therefore, knew that the emission systems contained defects.

14 1797. Plaintiffs reasonably relied on Fiat's and FCA's express warranties concerning
15 emissions when purchasing or leasing the Subject Vehicles. However, the Subject Vehicles did
16 not perform as warranted. Unbeknownst to Plaintiffs, the Subject Vehicles were designed to
17 pollute at higher than legal limits during normal driving, and could not achieve advertised
18 performance and efficiency metrics without this cheating design. This design and the devices that
19 effectuate it are defects. Fiat and FCA therefore breached their express warranty by providing a
20 product containing defects that were never disclosed to Plaintiffs.

21 1798. Any opportunity to cure the express breach is unnecessary and futile.

22 1799. As a direct and proximate result of Fiat's and FCA's breach of express warranties,

1 Plaintiffs suffered significant damages, and seek damages in an amount to be determined at trial.

2 **BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**
 3 **(Ga. Code Ann. §§ 11-2-314 and 11-2A-212)**
 4

5 1800. Plaintiffs reallege and incorporate by reference all allegations of the preceding
 6 paragraphs as though fully set forth herein.

7 1801. Plaintiffs, Dana L. Gregory, Chad Trahan, Englebert Cherrington, Marcel
 8 Lamoureux, Randall and Melissa Westmoreland, Micah Hill, Edwin B. Holton, John Victor Lowe,
 9 Brian Kicak, Christopher Tucker, Michael A. Scott, Sam Ussery, Seymour Bidwell, Christian
 10 Lizama, Anthony J. Eiermann, Brandon and Katherine Horton, Wayne Guyer, William Hunt, Judy
 11 and Tom Crawford, Michael Cash, Vincent Princeotto, Tyler Perkins, Richard Carr, Roger Mack,
 12 Maurice Johnson, Brody Sheppard, Robert Pitts Jr, Duane E. Morton Sr, Stanley E Lowe, Allen
 13 Marcus Hutcheson, Donald Gilman, Dan Gravitt, George Graham, David Cich, Damian L.
 14 Sigman, Claude Akley, Christopher Collins, Scott Harrington, Calvin Ball d/b/a Tower
 15 Construction Co., Dawnetta Janene Holladay, (for the purpose of this section, “Plaintiffs”) bring
 16 this action on behalf of themselves against Fiat and FCA.

17 1802. Fiat and FCA were at all relevant times “merchants” with respect to motor vehicles
 18 under Ga. Code Ann. §§ 11-2-104(1) and 11-2A-103(3), and “sellers” of motor vehicles under §
 19 11-2-103(1)(d).

20 1803. With respect to leases, Fiat and FCA are and were at all relevant times “lessors” of
 21 motor vehicles under Ga. Code Ann. § 11-2A-103(1)(p).

22 1804. The Subject Vehicles are and were at all relevant times “goods” within the meaning
 23 of Ga. Code Ann. §§ 11-2-105(1) and 11-2A-103(1)(h).

24 1805. A warranty that the Subject Vehicles were in merchantable condition and fit for the
 25 ordinary purpose for which vehicles are used is implied by law pursuant to Ga. Code Ann. §§ 11-

1 2-314 and 11-2A-212.

2 1806. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable
3 condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject
4 Vehicles were not in merchantable condition because their design violated state and federal laws.
5 The Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and
6 federal emission standards.

7 1807. Fiat's and FCA's breaches of the implied warranty of merchantability caused
8 damage to the Plaintiffs. The amount of damages due will be proven at trial.

9 **12. Hawaii**

10 **BREACH OF EXPRESS WARRANTY**
11 **(Haw. Rev. Stat. §§ 490:2-313 and 490:2A-210)**
12

13 1808. Plaintiffs reallege and incorporate by reference all preceding allegations as though
14 fully set forth herein.

15 1809. Plaintiffs, Ronald Goca Maryam Khayami, (for the purpose of this section,
16 "Plaintiffs") bring this action on behalf of themselves against Fiat and FCA.

17 1810. Fiat and FCA are and were at all relevant times "merchants" with respect to motor
18 vehicles under Haw. Rev. Stat. §§ 490:2-104(1) and 490:2A-103(b), and "sellers" of motor
19 vehicles under § 490:2-103(1)(d).

20 1811. With respect to leases, Fiat and FCA are and were all relevant times "lessors" of
21 motor vehicles under Haw. Rev. Stat. § 490:2A-103(a)(16).

22 1812. The Subject Vehicles are and were at all relevant times "goods" within the meaning
23 of Haw. Rev. Stat. §§ 490:2-105(1) and 490:2A-103(a)(8).

24 1813. Federal law requires manufacturers of light-duty vehicles to provide two federal
25 emission control warranties: a "Performance Warranty" and a "Design and Defect Warranty." The

1 Performance Warranty applies to repairs that are required during the first two years or 24,000
2 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain
3 major emission control components are covered for the first eight years or 80,000 miles, whichever
4 comes first. These major emission control components subject to the longer warranty include the
5 catalytic converters, the electronic engine control unit (ECU), and the onboard emissions
6 diagnostic device or computer. The Design and Defect Warranty covers repair of emission control
7 or emission related parts which fail to function or function improperly due to a defect in materials
8 or workmanship. This warranty provides protection for two years or 24,000 miles, whichever
9 comes first, or, for the major emission control components, for eight years or 80,000 miles,
10 whichever comes first.

11 1814. Fiat and FCA provided these warranties to the Plaintiffs. These warranties formed
12 the basis of the bargain that was reached when the Plaintiffs purchased or leased their Subject
13 Vehicles.

14 1815. However, Fiat and FCA knew or should have known that the warranties were false
15 and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles
16 sold and leased to the Plaintiffs were designed to deactivate under real-world driving conditions,
17 and to emit oxides of nitrogen within legal limits only when undergoing emissions testing, and
18 therefore, knew that the emission systems contained defects.

19 1816. The Plaintiffs reasonably relied on Fiat's and FCA's express warranties concerning
20 emissions when purchasing or leasing the Subject Vehicles. However, the Subject Vehicles did not
21 perform as warranted. Unbeknownst to the Plaintiffs, the Subject Vehicles were designed to pollute
22 at higher than legal limits during normal driving, and could not achieve advertised performance
23 and efficiency metrics without this cheating design. This design and the devices that effectuate it

1 are defects. Fiat and FCA therefore breached their express warranty by providing a product
2 containing defects that were never disclosed to the Plaintiffs.

3 1817. Any opportunity to cure the express breach is unnecessary and futile.

4 1818. As a direct and proximate result of Fiat's and FCA's breach of express warranties,
5 the Plaintiffs suffered significant damages, and seek damages in an amount to be determined at
6 trial.

7 **BREACH OF THE IMPLIED**
8 **WARRANTY OF MERCHANTABILITY**
9 **(Haw. Rev. Stat. §§ 490:2-314 and 490:2A-212)**
10
11

12 1819. Plaintiffs reallege and incorporate by reference all allegations of the preceding
13 paragraphs as though fully set forth herein.

14 1820. Plaintiffs, Ronald Goca Maryam Khayami, (for the purpose of this section,
15 "Plaintiffs") bring this action on behalf of themselves against Fiat and FCA.

16 1821. Fiat and FCA were at all relevant times "merchants" with respect to motor vehicles
17 under Haw. Rev. Stat. §§ 490:2-104(1) and 490:2A-103(b), and "sellers" of motor vehicles under
18 § 490:2-103(1)(d).

19 1822. With respect to leases, Fiat and FCA are and were at all relevant times "lessors" of
20 motor vehicles under Haw. Rev. Stat. § 490:2A-103(a)(16).

21 1823. The Subject Vehicles are and were at all relevant times "goods" within the meaning
22 of Haw. Rev. Stat. §§ 490:2-105(1) and 490:2A-103(a)(8).

23 1824. A warranty that the Subject Vehicles were in merchantable condition and fit for the
24 ordinary purpose for which vehicles are used is implied by law pursuant to Haw. Rev. Stat. §§
25 490:2-314 and 490:2A-212.

26 1825. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable

condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject Vehicles were not in merchantable condition because their design violated state and federal laws. The Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and federal emission standards.

1826. Fiat's and FCA's breaches of the implied warranty of merchantability caused damage to the Plaintiffs. The amount of damages due will be proven at trial.

13. Idaho

BREACH OF EXPRESS WARRANTY (Idaho Code §§ 28-2-313 and 28-12-210)

1827. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

1828. Plaintiffs, James & Linda Watkins, Larry Maxa, Neil Durrant, Tommy H. Brown, Kilo & Natalie Varble, Alex Lopes, Alvin McCoy, Michael Shaak & Susie Patterson, Kris A. Shepherd, Beverly Gayle VanArkel, Tim and LeAnne Kindred, Leroy and Shalada Bengtson, Andriy Kharchenko, Mark Hathaway, Jason Dibben, Mike Karpowitz, Kenneth and Amanda Hancock, Dennis and Dianna Wallace Little, Niles Jeremy Behler, Nicholas & Samantha Linde, Chris & Kimberly Wilkinson, Scott Witherow, Steve Staley, Weldon Irvin, Lannis Harold Allmaras, Adrienne Dunford & Jason Blacker, Jeremy Stevens d/b/a JJ Flooring (for the purpose of this section, "Plaintiffs") bring this action on behalf of themselves against Fiat and FCA.

1829. Fiat and FCA are and were at all relevant times "merchants" with respect to motor vehicles under Idaho Code §§ 28-2-104(1) and 28-12-103(3), and "sellers" of motor vehicles under § 28-2-103(1)(d).

1830. With respect to leases, Fiat and FCA are and were all relevant times "lessors" of

1 motor vehicles under Idaho Code § 28-12-103(1)(p).

2 1831. The Subject Vehicles are and were at all relevant times “goods” within the meaning
3 of Idaho Code §§ 28-2-105(1) and 28-12-103(1)(h)).

4 1832. Federal law requires manufacturers of light-duty vehicles to provide two federal
5 emission control warranties: a “Performance Warranty” and a “Design and Defect Warranty.” The
6 Performance Warranty applies to repairs that are required during the first two years or 24,000
7 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain
8 major emission control components are covered for the first eight years or 80,000 miles, whichever
9 comes first. These major emission control components subject to the longer warranty include the
10 catalytic converters, the electronic engine control unit (ECU), and the onboard emissions
11 diagnostic device or computer. The Design and Defect Warranty covers repair of emission control
12 or emission related parts which fail to function or function improperly due to a defect in materials
13 or workmanship. This warranty provides protection for two years or 24,000 miles, whichever
14 comes first, or, for the major emission control components, for eight years or 80,000 miles,
15 whichever comes first.

16 1833. Fiat and FCA provided these warranties to Plaintiffs. These warranties formed the
17 basis of the bargain that was reached when Plaintiffs purchased or leased their Subject Vehicles.

18 1834. However, Fiat and FCA knew or should have known that the warranties were false
19 and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles
20 sold and leased to Plaintiffs were designed to deactivate under real-world driving conditions, and
21 to emit oxides of nitrogen within legal limits only when undergoing emissions testing, and
22 therefore, knew that the emission systems contained defects.

23 1835. Plaintiffs reasonably relied on Fiat’s and FCA’s express warranties concerning

emissions when purchasing or leasing the Subject Vehicles. However, the Subject Vehicles did not perform as warranted. Unbeknownst to Plaintiffs, the Subject Vehicles were designed to pollute at higher than legal limits during normal driving, and could not achieve advertised performance and efficiency metrics without this cheating design. This design and the devices that effectuate it are defects. Fiat and FCA therefore breached their express warranty by providing a product containing defects that were never disclosed to Plaintiffs.

1836. Any opportunity to cure the express breach is unnecessary and futile.

1837. As a direct and proximate result of Fiat's and FCA's breach of express warranties, Plaintiffs suffered significant damages, and seek damages in an amount to be determined at trial.

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(Idaho Code §§ 28-2-314 and 28-12-212)

1838. Plaintiffs reallege and incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

1839. Plaintiffs, James & Linda Watkins, Larry Maxa, Neil Durrant, Tommy H. Brown, Kilo & Natalie Varble, Alex Lopes, Alvin McCoy, Michael Shaak & Susie Patterson, Kris A. Shepherd, Beverly Gayle VanArkel, Tim and LeAnne Kindred, Leroy and Shalada Bengtson, Andriy Kharchenko, Mark Hathaway, Jason Dibben, Mike Karpowitz, Kenneth and Amanda Hancock, Dennis and Dianna Wallace Little, Niles Jeremy Behler, Nicholas & Samantha Linde, Chris & Kimberly Wilkinson, Scott Witherow, Steve Staley, Weldon Irvin, Lannis Harold Allmaras, Adrienne Dunford & Jason Blacker, Jeremy Stevens d/b/a JJ Flooring, (for the purpose of this section, "Plaintiffs") bring this action on behalf of themselves against Fiat and FCA.

1840. Fiat and FCA were at all relevant times "merchants" with respect to motor vehicles Idaho Code §§ 28-2-104(1) and 28-12-103(3), and "sellers" of motor vehicles under § 28-2-

1 103(1)(d).

2 1841. With respect to leases, Fiat and FCA are and were at all relevant times “lessors” of
3 motor vehicles under Idaho Code § 28-12-103(1)(p).

4 1842. The Subject Vehicles are and were at all relevant times “goods” within the meaning
5 of Idaho Code §§ 28-2-105(1) and 28-12-103(1)(h).

6 1843. A warranty that the Subject Vehicles were in merchantable condition and fit for the
7 ordinary purpose for which vehicles are used is implied by law pursuant Idaho Code §§ 28-2-314
8 and 28-12-212.

9 1844. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable
10 condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject
11 Vehicles were not in merchantable condition because their design violated state and federal laws.
12 The Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and
13 federal emission standards.

14 1845. Fiat’s and FCA’s breaches of the implied warranty of merchantability caused
15 damage to the Plaintiffs. The amount of damages due will be proven at trial.

16 **14. Illinois**

17 **BREACH OF EXPRESS WARRANTY**
18 **(810 Ill. Comp. Stat. §§ 5/2-313 and 5/2A-210)**
19
20

21 1846. Plaintiffs reallege and incorporate by reference all preceding allegations as though
22 fully set forth herein.

23 1847. Plaintiffs, Bruce Carr, Casey Sauerhage, Dariusz Kulon, Donald E. & Brenda S.
24 Keith, Edward Dampf, Gerry Tassell, Joe Laverdiere, Larry Sosamon, Michael Thomas, Randy

1 Peterson, Russell and Josella Tabaka, Charles Piazza, Jim Heiser, Joseh Francis, Matt Buck, James
2 Hadley, Donald Long, Jack Pudzis, Tom Carlin, Michael Batdroff, Nicholas Hess, Timothy and
3 Nancy Schindlbeck, Almantas Stankevicius, Mike Sanders, John S. Fox, Erich Hannah, Kasimir
4 Kedzierski, Aaron Mills, Kevin Kerner, Steven Michael Erickson, Dana Traeger & Susan
5 McKeown, Tim Billing, Bruce Simpson, Dana Pitchford, Spencer Giardini, (for the purpose of
6 this section, “Plaintiff”) brings this action on behalf of themselves against Fiat and FCA.

7 1848. Fiat and FCA are and were at all relevant times “merchants” with respect to motor
8 vehicles under 810 Ill. Comp. Stat. §§ 5/2-104(1) and 5/2A-103(3), and “sellers” of motor vehicles
9 under § 5/2-103(1)(d).

10 1849. With respect to leases, Fiat and FCA are and were all relevant times “lessors” of
11 motor vehicles under 810 Ill. Comp. Stat. § 5/2A-103(1)(p).

12 1850. The Subject Vehicles are and were at all relevant times “goods” within the meaning
13 of 810 Ill. Comp. Stat. §§ 5/2-105(1) and 5/2A-103(1)(h).

14 1851. Federal law requires manufacturers of light-duty vehicles to provide two federal
15 emission control warranties: a “Performance Warranty” and a “Design and Defect Warranty.” The
16 Performance Warranty applies to repairs that are required during the first two years or 24,000
17 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain
18 major emission control components are covered for the first eight years or 80,000 miles, whichever
19 comes first. These major emission control components subject to the longer warranty include the
20 catalytic converters, the electronic engine control unit (ECU), and the onboard emissions
21 diagnostic device or computer. The Design and Defect Warranty covers repair of emission control
22 or emission related parts which fail to function or function improperly due to a defect in materials
23 or workmanship. This warranty provides protection for two years or 24,000 miles, whichever

1 comes first, or, for the major emission control components, for eight years or 80,000 miles,
2 whichever comes first.

3 1852. Fiat and FCA provided these warranties to Plaintiff. These warranties formed the
4 basis of the bargain that was reached when Plaintiff purchased or leased their Subject Vehicles.

5 1853. However, Fiat and FCA knew or should have known that the warranties were false
6 and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles
7 sold and leased to Plaintiff were designed to deactivate under real-world driving conditions, and
8 to emit oxides of nitrogen within legal limits only when undergoing emissions testing, and
9 therefore, knew that the emission systems contained defects.

10 1854. Plaintiff reasonably relied on Fiat's and FCA's express warranties concerning
11 emissions when purchasing or leasing the Subject Vehicles. However, the Subject Vehicles did not
12 perform as warranted. Unbeknownst to Plaintiff, the Subject Vehicles were designed to pollute at
13 higher than legal limits during normal driving, and could not achieve advertised performance and
14 efficiency metrics without this cheating design. This design and the devices that effectuate it are
15 defects. Fiat and FCA therefore breached their express warranty by providing a product containing
16 defects that were never disclosed to Plaintiff.

17 1855. Any opportunity to cure the express breach is unnecessary and futile.

18 1856. As a direct and proximate result of Fiat's and FCA's breach of express warranties,
19 Plaintiff suffered significant damages, and seek damages in an amount to be determined at trial.

20 **BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**
21 **(810 Ill. Comp. Stat. §§ 5/2-314 and 5/2A-212)**
22

23 1857. Plaintiffs reallege and incorporate by reference all allegations of the preceding
24 paragraphs as though fully set forth herein.

25 1858. Plaintiffs, Bruce Carr, Casey Sauerhage, Dariusz Kulon, Donald E. & Brenda S.

1 Keith, Edward Dampf, Gerry Tassell, Joe Laverdiere, Larry Sosamon, Michael Thomas, Randy
2 Peterson, Russell and Josella Tabaka, Charles Piazza, Jim Heiser, Joseh Francis, Matt Buck, James
3 Hadley, Donald Long, Jack Pudzis, Tom Carlin, Michael Batdroff, Nicholas Hess, Timothy and
4 Nancy Schindlbeck, Almantas Stankevicius, Mike Sanders, John S. Fox, Erich Hannah, Kasimir
5 Kedzierski, Aaron Mills, Kevin Kerner, Steven Michael Erickson, Dana Traeger & Susan
6 McKeown, Tim Billing, Bruce Simpson, Dana Pitchford, Spencer Giardini, (for the purpose of this
7 section, “Plaintiff”) brings this action on behalf of themselves against Fiat and FCA.

8 1859. Fiat and FCA were at all relevant times “merchants” with respect to motor vehicles
9 under 810 Ill. Comp. Stat. §§ 5/2-104(1) and 5/2A-103(3), and “sellers” of motor vehicles under
10 § 5/2-103(1)(d).

11 1860. With respect to leases, Fiat and FCA are and were at all relevant times “lessors” of
12 motor vehicles under 810 Ill. Comp. Stat. § 5/2A-103(1)(p).

13 1861. The Subject Vehicles are and were at all relevant times “goods” within the meaning
14 810 Ill. Comp. Stat. §§ 5/2-105(1) and 5/2A-103(1)(h)).

15 1862. A warranty that the Subject Vehicles were in merchantable condition and fit for the
16 ordinary purpose for which vehicles are used is implied by law pursuant 810 Ill. Comp. Stat. §§
17 28-2-314 and 28-12-212.

18 1863. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable
19 condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject
20 Vehicles were not in merchantable condition because their design violated state and federal laws.
21 The Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and
22 federal emission standards.

23 1864. Fiat’s and FCA’s breaches of the implied warranty of merchantability caused

1 damage to the Plaintiff. The amount of damages due will be proven at trial.

2 **15. Indiana**

3 **BREACH OF EXPRESS WARRANTY**
 4 **(Ind. Code §§ 26-1-2-313 and 26-1-2.1-210)**

5
 6 1865. Plaintiffs reallege and incorporate by reference all preceding allegations as though
 7 fully set forth herein.

8 1866. Plaintiffs, Theodore Grubbs, Robert Alpers d/b/a Anything Automotive, Charles
 9 Suder, Herbert Likens, Stacey and P. Elaine Wilson, Chip Neer, Kevin V. Anderson, Madi and
 10 Mark Lee, Michael Crisp, John Oliver Galloway, Michael Donawerth, James and Susan Cherry,
 11 Jennifer and Richard Stevens, Larry D Garrison, Shawn Craig, David Gabriel and Juanita Navarro
 12 Flores, Leah and Bobby Ladley, Clarke Dunlap, Gaston Barrett c/o Walton Stinson, Richard
 13 Hocott, Brian J Kellams, James & Annette Jarvis, Ron Smith, David Williamson, Carl Ehrhart,
 14 Sharon Daily, Veryl Adams, Jack & Debra Heylmann, (for the purpose of this section, "Plaintiff")
 15 brings this action on behalf of themselves against Fiat and FCA.

16 1867. Fiat and FCA are and were at all relevant times "merchants" with respect to motor
 17 vehicles under Ind. Code §§ 26-1-2-104(1) and 26-1-2.1-103(3), and "sellers" of motor vehicles
 18 under § 26-1-2-103(1)(d).

19 1868. With respect to leases, Fiat and FCA are and were all relevant times "lessors" of
 20 motor vehicles under Ind. Code § 26-1-2.1-103(1)(p).

21 1869. The Subject Vehicles are and were at all relevant times "goods" within the meaning
 22 of Ind. Code §§ 26-1-2-105(1) and 26-1-2.1-103(1)(h).

23 1870. Federal law requires manufacturers of light-duty vehicles to provide two federal
 24 emission control warranties: a "Performance Warranty" and a "Design and Defect Warranty." The
 25 Performance Warranty applies to repairs that are required during the first two years or 24,000

1 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain
2 major emission control components are covered for the first eight years or 80,000 miles, whichever
3 comes first. These major emission control components subject to the longer warranty include the
4 catalytic converters, the electronic engine control unit (ECU), and the onboard emissions
5 diagnostic device or computer. The Design and Defect Warranty covers repair of emission control
6 or emission related parts which fail to function or function improperly due to a defect in materials
7 or workmanship. This warranty provides protection for two years or 24,000 miles, whichever
8 comes first, or, for the major emission control components, for eight years or 80,000 miles,
9 whichever comes first.

10 1871. Fiat and FCA provided these warranties to Plaintiff. These warranties formed the
11 basis of the bargain that was reached when Plaintiff purchased or leased their Subject Vehicles.

12 1872. However, Fiat and FCA knew or should have known that the warranties were false
13 and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles
14 sold and leased to Plaintiff were designed to deactivate under real-world driving conditions, and
15 to emit oxides of nitrogen within legal limits only when undergoing emissions testing, and
16 therefore, knew that the emission systems contained defects.

17 1873. Plaintiff reasonably relied on Fiat's and FCA's express warranties concerning
18 emissions when purchasing or leasing the Subject Vehicles. However, the Subject Vehicles did not
19 perform as warranted. Unbeknownst to Plaintiff, the Subject Vehicles were designed to pollute at
20 higher than legal limits during normal driving, and could not achieve advertised performance and
21 efficiency metrics without this cheating design. This design and the devices that effectuate it are
22 defects. Fiat and FCA therefore breached their express warranty by providing a product containing
23 defects that were never disclosed to Plaintiff.

1874. Any opportunity to cure the express breach is unnecessary and futile.

1875. As a direct and proximate result of Fiat's and FCA's breach of express warranties, Plaintiff suffered significant damages, and seek damages in an amount to be determined at trial.

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(Ind. Code §§ 26-1-2-314 and 26-1-2.1-212)

1876. Plaintiffs reallege and incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

1877. Plaintiffs, Theodore Grubbs, Robert Alpers d/b/a Anything Automotive, Charles Suder, Herbert Likens, Stacey and P. Elaine Wilson, Chip Neer, Kevin V. Anderson, Madi and Mark Lee, Michael Crisp, John Oliver Galloway, Michael Donawerth, James and Susan Cherry, Jennifer and Richard Stevens, Larry D Garrison, Shawn Craig, David Gabriel and Juanita Navarro Flores, Leah and Bobby Ladley, Clarke Dunlap, Gaston Barrett c/o Walton Stinson, Richard Hocott, Brian J Kellams, James & Annette Jarvis, Ron Smith, David Williamson, Carl Ehrhart, Sharon Daily, Veryl Adams, Jack & Debra Heylmann, (for the purpose of this section, "Plaintiff") brings this action on behalf of themselves against Fiat and FCA.

1878. Fiat and FCA were at all relevant times "merchants" with respect to motor vehicles under Ind. Code §§ 26-1-2-104(1) and 26-1-2.1-103(3), and "sellers" of motor vehicles under § 26-1-2-03(1)(d).

1879. With respect to leases, Fiat and FCA are and were at all relevant times "lessors" of motor vehicles under Ind. Code § 26-1-2.1-103(1)(p).

1880. The Subject Vehicles are and were at all relevant times "goods" within the meaning of Ind. Code §§ 26-1-2-105(1) and 26-1-2.1-103(1)(h).

1 1881. A warranty that the Subject Vehicles were in merchantable condition and fit for the
2 ordinary purpose for which vehicles are used is implied by law pursuant to Ind. Code §§ 26-1-2-
3 314 and 26-1-2.1-212.

4 1882. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable
5 condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject
6 Vehicles were not in merchantable condition because their design violated state and federal laws.
7 The Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and
8 federal emission standards.

9 1883. Fiat's and FCA's breaches of the implied warranty of merchantability caused
10 damage to the Plaintiff. The amount of damages due will be proven at trial.

11 **16. Iowa**

12 **BREACH OF EXPRESS WARRANTY (Iowa Code §§**
13 **554.2313 and 554.13210)**
14

15 1884. Plaintiffs reallege and incorporate by reference all preceding allegations as though
16 fully set forth herein.

17 1885. Plaintiffs, Huegerich Farms, James Steer, Jr., James Lines, Terri Turnbull, Chad
18 James Carter, Timothy Shanks, Richard Rausch, Gabriel M. Haugland, Gabriel & Audrey
19 McConnell, Sean Perryman, Kent Gibbons, Donald Raymond Dixon, Chris Dougherty, Tamara
20 Kay Domonoske, James Repp, Jim Hall, Scott W Toms, Mark and Carol Feld, Justin Joseph
21 Manke, Craig Stout, Steve & Jill Aman, Tim Sether, Ken Levene, (for the purpose of this section,
22 "Plaintiff") brings this action on behalf of themselves against Fiat and FCA.

23 1886. Fiat and FCA are and were at all relevant times "merchants" with respect to motor

1 vehicles under Iowa Code §§ 554.2104(1) and 554.13103(3), and “sellers” of motor vehicles under
2 § 554.2103(1)(d).

3 1887. With respect to leases, Fiat and FCA are and were all relevant times “lessors” of
4 motor vehicles under Iowa Code § 554.13103(1)(p).

5 1888. The Subject Vehicles are and were at all relevant times “goods” within the meaning
6 of Iowa Code §§ 554.2105(1) and 554.13103(1)(h).

7 1889. Federal law requires manufacturers of light-duty vehicles to provide two federal
8 emission control warranties: a “Performance Warranty” and a “Design and Defect Warranty.” The
9 Performance Warranty applies to repairs that are required during the first two years or 24,000
10 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain
11 major emission control components are covered for the first eight years or 80,000 miles, whichever
12 comes first. These major emission control components subject to the longer warranty include the
13 catalytic converters, the electronic engine control unit (ECU), and the onboard emissions
14 diagnostic device or computer. The Design and Defect Warranty covers repair of emission control
15 or emission related parts which fail to function or function improperly due to a defect in materials
16 or workmanship. This warranty provides protection for two years or 24,000 miles, whichever
17 comes first, or, for the major emission control components, for eight years or 80,000 miles,
18 whichever comes first.

19 **BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**
20 **(Iowa Code §§ 554.2314 and 554.13212)**
21

22 1890. Plaintiffs reallege and incorporate by reference all allegations of the preceding
23 paragraphs as though fully set forth herein.

24 1891. Plaintiffs, Huegerich Farms, James Steer, Jr., James Lines, Terri Turnbull, Chad

1 James Carter, Timothy Shanks, Richard Rausch, Gabriel M. Haugland, Gabriel & Audrey
2 McConnell, Sean Perryman, Kent Gibbons, Donald Raymond Dixon, Chris Dougherty, Tamara
3 Kay Domonoske, James Repp, Jim Hall, Scott W Toms, Mark and Carol Feld, Justin Joseph
4 Manke, Craig Stout, Steve & Jill Aman, Tim Sether, Ken Levene, (for the purpose of this section,
5 “Plaintiff”) brings this action on behalf of themselves against Fiat and FCA.

6 1892. Fiat and FCA were at all relevant times “merchants” with respect to motor vehicles
7 under Iowa Code §§ 554.2104(1) and 554.13103(3), and “sellers” of motor vehicles under §
8 554.2103(1)(d).

9 1893. With respect to leases, Fiat and FCA are and were at all relevant times “lessors” of
10 motor vehicles under Iowa Code § 554.13103(1)(p).

11 1894. The Subject Vehicles are and were at all relevant times “goods” within the meaning
12 of Iowa Code §§ 554.2105(1) and 554.13103(1)(h).

13 1895. A warranty that the Subject Vehicles were in merchantable condition and fit for the
14 ordinary purpose for which vehicles are used is implied by law pursuant to Iowa Code 7 §§
15 554.2314 and 554.13212.

16 1896. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable
17 condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject
18 Vehicles were not in merchantable condition because their design violated state and federal laws.
19 The Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and
20 federal emission standards.

21 1897. Fiat’s and FCA’s breaches of the implied warranty of merchantability caused
22 damage to Plaintiff. The amount of damages due will be proven at trial.

23 **17. Kansas**

BREACH OF EXPRESS WARRANTY
(Kan. Stat. Ann. §§ 84-2-314 and 84-2A-210)

1898. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

1899. Plaintiffs, Brian & Meredith Quimby, Brian Barker, Bruce Bolen, Eric Becker, Greg Long, Raymond L. White, Robert Morris, Roger Hinton, K.C. Moore, Wendell Espeland, John T. Nickel, Roger Hinton, Michael & Deborah Eilert, Brent Cole, Matthew Russell Peters, Derle Mork, Bruce & JoDawn Chrz, Robert Montgomery, Nathan & Tracey Andrews, Russell S. & Desiree G. Lewis, (for the purpose of this section, “Plaintiff”) brings this action on behalf of themselves against Fiat and FCA.

1900. Fiat and FCA are and were at all relevant times “merchants” with respect to motor vehicles under Kan. Stat. Ann. §§ 84-2-104(1) and 84-2A-103(3), and “sellers” of motor vehicles under § 84-2-103(1)(d).

1901. With respect to leases, Fiat and FCA are and were all relevant times “lessors” of motor vehicles under Kan. Stat. Ann. § 84-2A-103(1)(p).

1902. The Subject Vehicles are and were at all relevant times “goods” within the meaning of Kan. Stat. Ann. §§ 84-2-105(1) and 84-2A-103(1)(h).

1903. Federal law requires manufacturers of light-duty vehicles to provide two federal emission control warranties: a “Performance Warranty” and a “Design and Defect Warranty.” The Performance Warranty applies to repairs that are required during the first two years or 24,000 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain major emission control components are covered for the first eight years or 80,000 miles, whichever comes first. These major emission control components subject to the longer warranty include the catalytic converters, the electronic engine control unit (ECU), and the onboard emissions

1 diagnostic device or computer. The Design and Defect Warranty covers repair of emission control
2 or emission related parts which fail to function or function improperly due to a defect in materials
3 or workmanship. This warranty provides protection for two years or 24,000 miles, whichever
4 comes first, or, for the major emission control components, for eight years or 80,000 miles,
5 whichever comes first.

6 1904. Fiat and FCA provided these warranties to the Plaintiffs. These warranties formed
7 the basis of the bargain that was reached when the Plaintiffs purchased or leased their Subject
8 Vehicles.

9 1905. However, Fiat and FCA knew or should have known that the warranties were false
10 and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles
11 sold and leased to the Plaintiffs were designed to deactivate under real-world driving conditions,
12 and to emit oxides of nitrogen within legal limits only when undergoing emissions testing, and
13 therefore, knew that the emission systems contained defects.

14 1906. The Plaintiffs reasonably relied on Fiat's and FCA's express warranties concerning
15 emissions when purchasing or leasing the Subject Vehicles. However, the Subject Vehicles did not
16 perform as warranted. Unbeknownst to the Plaintiffs, the Subject Vehicles were designed to pollute
17 at higher than legal limits during normal driving and could not achieve advertised performance
18 and efficiency metrics without this cheating design. This design and the devices that effectuate it
19 are defects. Fiat and FCA therefore breached their express warranty by providing a product
20 containing defects that were never disclosed to the Plaintiffs.

21 1907. Any opportunity to cure the express breach is unnecessary and futile.

22 1908. As a direct and proximate result of Fiat's and FCA's breach of express warranties,

1 the Plaintiffs suffered significant damages, and seek damages in an amount to be determined at
2 trial.

3 1909. Fiat and FCA provided these warranties to the Plaintiffs. These warranties formed
4 the basis of the bargain that was reached when the Plaintiffs purchased or leased their Subject
5 Vehicles.

6 1910. However, Fiat and FCA knew or should have known that the warranties were false
7 and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles
8 sold and leased to the Plaintiffs were designed to deactivate under real-world driving conditions,
9 and to emit oxides of nitrogen within legal limits only when undergoing emissions testing, and
10 therefore, knew that the emission systems contained defects.

11 1911. The Plaintiffs reasonably relied on Fiat's and FCA's express warranties concerning
12 emissions when purchasing or leasing the Subject Vehicles. However, the Subject Vehicles did not
13 perform as warranted. Unbeknownst to the Plaintiffs, the Subject Vehicles were designed to pollute
14 at higher than legal limits during normal driving and could not achieve advertised performance
15 and efficiency metrics without this cheating design. This design and the devices that effectuate it
16 are defects. Fiat and FCA therefore breached their express warranty by providing a product
17 containing defects that were never disclosed to the Plaintiffs.

18 1912. Any opportunity to cure the express breach is unnecessary and futile.

19 1913. As a direct and proximate result of Fiat's and FCA's breach of express warranties,
20 the Plaintiffs suffered significant damages, and seek damages in an amount to be determined at
21 trial.

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(Kan. Stat. Ann. §§ 84-2-314 and 84-2A-212)

1914. Plaintiffs reallege and incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

1915. Plaintiffs, Brian & Meredith Quimby, Brian Barker, Bruce Bolen, Eric Becker, Greg Long, Raymond L. White, Robert Morris, Roger Hinton, K.C. Moore, Wendell Espeland, John T. Nickel, Roger Hinton, Michael & Deborah Eilert, Brent Cole, Matthew Russell Peters, Derle Mork, Bruce & JoDawn Chrz, Robert Montgomery, Nathan & Tracey Andrews, Russell S. & Desiree G. Lewis, (for the purpose of this section, “Plaintiff”) brings this action on behalf of themselves against Fiat and FCA.

1916. Fiat and FCA were at all relevant times “merchants” with respect to motor vehicles under Kan. Stat. Ann. §§ 84-2-104(1) and 84-2A-103(3), and “sellers” of motor vehicles under § 84-2-03(1)(d).

1917. With respect to leases, Fiat and FCA are and were at all relevant times “lessors” of motor vehicles under Kan. Stat. Ann. § 84-2A-103(1)(p).

1918. The Subject Vehicles are and were at all relevant times “goods” within the meaning of Kan. Stat. Ann. §§ 84-2-105(1) and 84-2A-103(1)(h).

1919. A warranty that the Subject Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law pursuant to Kan. Stat. Ann. §§ 84-2-314 and 84-2A-212.

1920. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject Vehicles were not in merchantable condition because their design violated state and federal laws. The Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and

1 federal emission standards.

2 1921. Fiat's and FCA's breaches of the implied warranty of merchantability caused
3 damage to the Plaintiffs. The amount of damages due will be proven at trial.

4 **18. Kentucky**

5 **BREACH OF EXPRESS WARRANTY**
6 **(KY. REV. STAT. §§ 335.2-313 and 355.2A-210)**
7

8 1922. Plaintiffs reallege and incorporate by reference all preceding allegations as though
9 fully set forth herein.

10 1923. Plaintiffs, David A. Green, Gary Huffman, Justin Mays, Richard A. Smith, Daniel
11 & Traci Ramsey, Greg Shea, Tony S. Conley, Heather & Lewis Cleaver, Jerry Martin, Lucky
12 Easley, Brett Wayne, David K. Schoengart, , (for the purpose of this section, "Plaintiff") brings
13 this action on behalf of themselves against Fiat and FCA.

14 1924. Fiat and FCA are and were at all relevant times "merchants" with respect to motor
15 vehicles under Ky. Rev. Stat. §§ 355.2-104(1) and 355.2A-103(3), and "sellers" of motor vehicles
16 under § 355.2-103(1)(d).

17 1925. With respect to leases, Fiat and FCA are and were all relevant times "lessors" of
18 motor vehicles under Ky. Rev. Stat. § 355.2A-103(1)(p).

19 1926. The Subject Vehicles are and were at all relevant times "goods" within the meaning
20 of Ky. Rev. Stat. §§ 355.2-105(1) and 355.2A-103(1)(h).

21 1927. Federal law requires manufacturers of light-duty vehicles to provide two federal
22 emission control warranties: a "Performance Warranty" and a "Design and Defect Warranty." The
23 Performance Warranty applies to repairs that are required during the first two years or 24,000
24 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain
25 major emission control components are covered for the first eight years or 80,000 miles, whichever

1 comes first. These major emission control components subject to the longer warranty include the
2 catalytic converters, the electronic engine control unit (ECU), and the onboard emissions
3 diagnostic device or computer. The Design and Defect Warranty covers repair of emission control
4 or emission related parts which fail to function or function improperly due to a defect in materials
5 or workmanship. This warranty provides protection for two years or 24,000 miles, whichever
6 comes first, or, for the major emission control components, for eight years or 80,000 miles,
7 whichever comes first.

8 1928. Fiat and FCA provided these warranties to Plaintiff. These warranties formed the
9 basis of the bargain that was reached when Plaintiff purchased or leased their Subject Vehicles.

10 1929. However, Fiat and FCA knew or should have known that the warranties were false
11 and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles
12 sold and leased to Plaintiff were designed to deactivate under real-world driving conditions, and
13 to emit oxides of nitrogen within legal limits only when undergoing emissions testing, and
14 therefore, knew that the emission systems contained defects.

15 1930. Plaintiffs reasonably relied on Fiat's and FCA's express warranties concerning
16 emissions when purchasing or leasing the Subject Vehicles. However, the Subject Vehicles did
17 not perform as warranted. Unbeknownst to Plaintiff, the Subject Vehicles were designed to pollute
18 at higher than legal limits during normal driving and could not achieve advertised performance
19 and efficiency metrics without this cheating design. This design and the devices that effectuate it
20 are defects. Fiat and FCA therefore breached their express warranty by providing a product
21 containing defects that were never disclosed to Plaintiff.

22 1931. Any opportunity to cure the express breach is unnecessary and futile.

23 1932. As a direct and proximate result of Fiat's and FCA's breach of express warranties,

1 Plaintiff suffered significant damages, and seek damages in an amount to be determined at trial.

2 **BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**
 3 **(KY. REV. STAT. §§ 335.2-314 and 355.2A-212)**
 4

5 1933. Plaintiffs reallege and incorporate by reference all allegations of the preceding
 6 paragraphs as though fully set forth herein.

7 1934. Plaintiffs, David A. Green, Gary Huffman, Justin Mays, Richard A. Smith, Daniel
 8 & Traci Ramsey, Greg Shea, Tony S. Conley, Heather & Lewis Cleaver, Jerry Martin, Lucky
 9 Easley, Brett Wayne, David K. Schoengart, Richard H. and Shelia Renee McCoy, Robert Prijatelj
 10 II, James L. Jones, Adam Kidd, Russell & Linda Scaggs, Michael Johnson, Ron Dupree, Mark &
 11 Bertha Jude, Bill Edwards, Travis Hoyle, Daryl Stark, Joe Pat Hughes, (for the purpose of this
 12 section, "Plaintiff") brings this action on behalf of themselves against Fiat and FCA.

13 1935. Fiat and FCA were at all relevant times "merchants" with respect to motor vehicles
 14 under Ky. Rev. Stat. §§ 355.2-104(1) and 355.2A-103(3), and "sellers" of motor vehicles under §
 15 355.2-103(1)(d).

16 1936. With respect to leases, Fiat and FCA are and were at all relevant times "lessors" of
 17 motor vehicles under Ky. Rev. Stat. § 355.2A-103(1)(p).

18 1937. The Subject Vehicles are and were at all relevant times "goods" within the meaning
 19 of Ky. Rev. Stat. §§ 355.2-105(1) and 355.2A-103(1)(h).

20 1938. A warranty that the Subject Vehicles were in merchantable condition and fit for the
 21 ordinary purpose for which vehicles are used is implied by law pursuant to Ky. Rev. Stat. §§ 335.2-
 22 314 and 355.2A-212.

23 1939. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable
 24 condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject
 25 Vehicles were not in merchantable condition because their design violated state and federal laws.

The Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and federal emission standards.

1940. Fiat's and FCA's breaches of the implied warranty of merchantability caused damage to the Plaintiff. The amount of damages due will be proven at trial.

19. Louisiana

**BREACH OF IMPLIED WARRANTY
OF MERCHANTABILITY/ WARRANTY AGAINST
REDHIBITORY DEFECTS
(La. Civ. Code Art. 2520, 2524)**

1941. Plaintiffs reallege and incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

1942. Plaintiffs, Erica L. Jeansonne, Jason Fitzgerald, Kenneth Nunez, Lance Popwell, Lennard Loupe, Luke David, Tim Byrd, Todd Barrios, Brandon Alexander LeBrun, Janie Kennedy Pooler, George S. Leblanc, John Meech, Benjamin D. Crifasi, Jr., Elizabeth & Bryce Godwin, Emile J. LaPointe, Myron & Linda Billiot, Randy Tomlinson, Steven James Rust, Jeff Mely, Beaux Martin, Joe R. Jones, John Lemelle, Douglas Owen Thompson, Willie Bergeron, Michael Mavromatis, Theo Reginald Thibodeaux, Adam Mckean and Elizabeth Barnes, Lisa S. and Kevin P. Speyrer, Earl H Hitzman Jr., David Bergeron, Herman and Cheryl Golden, John W Kentzel, Kevin Paul Hare, Gordon Dough Stephens, Bobby Jennings, Benjamin F. Holt, Jr., (for the purpose of this section, "Plaintiffs") bring this action on behalf of themselves against Fiat and FCA.

1943. Fiat and FCA were at all relevant times "merchants" with respect to motor vehicles.

1944. A warranty that the Subject Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law in the instant transactions.

1945. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable

1 condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject
 2 Vehicles were not in merchantable condition because their design violated state and federal laws.
 3 The Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and
 4 federal emission standards.

5 1946. Fiat's and FCA's breaches of the implied warranty of merchantability caused
 6 damage to the Plaintiffs. The amount of damages due will be proven at trial.

7 **20. Maine**

8 **BREACH OF EXPRESS WARRANTY**
 9 **(ME. REV. STAT. TIT. 11 §§ 2-313 and 2-1210)**
 10

11 1947. Plaintiffs reallege and incorporate by reference all preceding allegations as though
 12 fully set forth herein.

13 1948. Plaintiffs, Ralph Nason, Terry Wessel, Billie Jo Killion (Anna Taylor), Terry D.
 14 and Teresa A. Thor, Chester Johnson, Michael H and Naneen Chace-Ortiz, (for the purpose of this
 15 section, "Plaintiff") brings this action on behalf of themselves against Fiat and FCA.

16 1949. Fiat and FCA are and were at all relevant times "merchants" with respect to motor
 17 vehicles under Me. Rev. Stat. Ann. Tit. 11 §§ 2-104(1), and 2-1103(3), and is a "seller" of motor
 18 vehicles under § 2-103(1)(d).

19 1950. With respect to leases, Fiat and FCA are and were all relevant times "lessors" of
 20 motor vehicles under Me. Rev. Stat. Ann. Tit. 11 § 2-1103(1)(p).

21 1951. The Subject Vehicles are and were at all relevant times "goods" within the meaning
 22 of Me. Rev. Stat. Ann. Tit. 11 §§ 2-105(1), and 2-1103(1)(h).

23 1952. Federal law requires manufacturers of light-duty vehicles to provide two federal
 24 emission control warranties: a "Performance Warranty" and a "Design and Defect Warranty." The
 25 Performance Warranty applies to repairs that are required during the first two years or 24,000

1 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain
2 major emission control components are covered for the first eight years or 80,000 miles, whichever
3 comes first. These major emission control components subject to the longer warranty include the
4 catalytic converters, the electronic engine control unit (ECU), and the onboard emissions
5 diagnostic device or computer. The Design and Defect Warranty covers repair of emission control
6 or emission related parts which fail to function or function improperly due to a defect in materials
7 or workmanship. This warranty provides protection for two years or 24,000 miles, whichever
8 comes first, or, for the major emission control components, for eight years or 80,000 miles,
9 whichever comes first.

10 1953. Fiat and FCA provided these warranties to Plaintiff. These warranties formed the
11 basis of the bargain that was reached when Plaintiff purchased or leased their Subject Vehicles.

12 1954. However, Fiat and FCA knew or should have known that the warranties were false
13 and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles
14 sold and leased to Plaintiffs were designed to deactivate under real-world driving conditions, and
15 to emit oxides of nitrogen within legal limits only when undergoing emissions testing, and
16 therefore, knew that the emission systems contained defects.

17 1955. Plaintiffs reasonably relied on Fiat's and FCA's express warranties concerning
18 emissions when purchasing or leasing the Subject Vehicles. However, the Subject Vehicles did not
19 perform as warranted. Unbeknownst to Plaintiffs and the Maine State Plaintiffs, the Subject
20 Vehicles were designed to pollute at higher than legal limits during normal driving, and could not
21 achieve advertised performance and efficiency metrics without this cheating design. This design
22 and the devices that effectuate it are defects. Fiat and FCA therefore breached their express
23 warranty by providing a product containing defects that were never disclosed to Plaintiff.

1 1956. Any opportunity to cure the express breach is unnecessary and futile.

2 1957. As a direct and proximate result of Fiat's and FCA's breach of express warranties,
3 Plaintiffs suffered significant damages, and seek damages in an amount to be determined at trial.

4 **BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**
5 **(ME. REV. STAT. TIT. 11 §§ 2-314 and 2-1212)**
6

7 1958. Plaintiffs reallege and incorporate by reference all allegations of the preceding
8 paragraphs as though fully set forth herein.

9 1959. Plaintiffs, Ralph Nason, Terry Wessel, Billie Jo Killion (Anna Taylor), Terry D.
10 and Teresa A. Thor, Chester Johnson, Michael H and Naneen Chace-Ortiz, (for the purpose of this
11 section, "Plaintiff") brings this action on behalf of themselves against Fiat and FCA.

12 1960. Fiat and FCA were at all relevant times "merchants" with respect to motor vehicles
13 under Me. Rev. Stat. Ann. Tit. 11 §§ 2-104(1), and 2-1103(3), and is a "seller" of motor vehicles
14 under § 2-103(1)(d).

15 1961. With respect to leases, Fiat and FCA are and were at all relevant times "lessors" of
16 motor vehicles under Me. Rev. Stat. Ann. Tit. 11 § 2-1103(1)(p).

17 1962. The Subject Vehicles are and were at all relevant times "goods" within the meaning
18 of Me. Rev. Stat. Ann. Tit. 11 §§ 2-105(1), and 2-1103(1)(h).

19 1963. A warranty that the Subject Vehicles were in merchantable condition and fit for the
20 ordinary purpose for which vehicles are used is implied by law pursuant to Me. Rev. Stat. Ann.
21 Tit. 11 §§ 2-314, and 2-1212.

22 1964. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable

1 condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject
 2 Vehicles were not in merchantable condition because their design violated state and federal laws.
 3 The Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and
 4 federal emission standards.

5 1965. Fiat's and FCA's breaches of the implied warranty of merchantability caused
 6 damage to Plaintiff. The amount of damages due will be proven at trial.

7 **21. Maryland**

8 **BREACH OF EXPRESS WARRANTY**
 9 **(Md. Code, Com. Law §§ 2-313 and 2a-210)**
 10

11 1966. Plaintiffs reallege and incorporate by reference all preceding allegations as though
 12 fully set forth herein.

13 1967. Plaintiffs, Stephen Joseph Podolak, Daniel McMahon, Michael Shane Williams,
 14 Andrew Davis, Ernest Montley, Justin Clendenin, (for the purpose of this section, "Plaintiffs")
 15 bring this action on behalf of themselves against Fiat and FCA.

16 1968. Fiat and FCA are and were at all relevant times "merchants" with respect to motor
 17 vehicles under Md. Code Com. Law § 2-104(1) and "sellers" of motor vehicles under § 2-
 18 103(1)(d).

19 1969. With respect to leases, Fiat and FCA are and were all relevant times "lessors" of
 20 motor vehicles under Md. Code Com. Law § 2A-103(1)(p).

21 1970. The Subject Vehicles are and were at all relevant times "goods" within the meaning
 22 of Md. Code Com. Law §§ 2-105(1) and 2a-103(1)(h).

1 1971. Federal law requires manufacturers of light-duty vehicles to provide two federal
2 emission control warranties: a “Performance Warranty” and a “Design and Defect Warranty.” The
3 Performance Warranty applies to repairs that are required during the first two years or 24,000
4 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain
5 major emission control components are covered for the first eight years or 80,000 miles, whichever
6 comes first. These major emission control components subject to the longer warranty include the
7 catalytic converters, the electronic engine control unit (ECU), and the onboard emissions
8 diagnostic device or computer. The Design and Defect Warranty covers repair of emission control
9 or emission related parts which fail to function or function improperly due to a defect in materials
10 or workmanship. This warranty provides protection for two years or 24,000 miles, whichever
11 comes first, or, for the major emission control components, for eight years or 80,000 miles,
12 whichever comes first.

13 1972. Fiat and FCA provided these warranties to Plaintiffs. These warranties formed the
14 basis of the bargain that was reached when Plaintiffs purchased or leased their Subject Vehicles.

15 1973. However, Fiat and FCA knew or should have known that the warranties were false
16 and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles
17 sold and leased to Plaintiffs were designed to deactivate under real-world driving conditions, and
18 to emit oxides of nitrogen within legal limits only when undergoing emissions testing, and
19 therefore, knew that the emission systems contained defects.

20 1974. Plaintiffs reasonably relied on Fiat’s and FCA’s express warranties concerning
21 emissions when purchasing or leasing the Subject Vehicles. However, the Subject Vehicles did
22 not perform as warranted. Unbeknownst to Plaintiffs, the Subject Vehicles were designed to

1 pollute at higher than legal limits during normal driving and could not achieve advertised
2 performance and efficiency metrics without this cheating design. This design and the devices that
3 effectuate it are defects. Fiat and FCA therefore breached their express warranty by providing a
4 product containing defects that were never disclosed to Plaintiffs.

5 1975. Any opportunity to cure the express breach is unnecessary and futile.

6 1976. As a direct and proximate result of Fiat's and FCA's breach of express warranties,
7 Plaintiffs suffered significant damages, and seek damages in an amount to be determined at trial.

8 **BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**
9 **(Md. Code Com. Law §§ 2-314 and 2A-212)**
10

11 1977. Plaintiffs reallege and incorporate by reference all allegations of the preceding
12 paragraphs as though fully set forth herein.

13 1978. Plaintiffs, Stephen Joseph Podolak, Daniel McMahon, Michael Shane Williams,
14 Andrew Davis, Ernest Montley, Justin Clendenin, (for the purpose of this section, "Plaintiffs")
15 bring this action on behalf of themselves against Fiat and FCA.

16 1979. Fiat and FCA were at all relevant times "merchants" with respect to motor vehicles
17 under Md. Code Com. Law § 2-104(1) and "sellers" of motor vehicles under § 2-103(1)(d).

18 1980. With respect to leases, Fiat and FCA are and were at all relevant times "lessors" of
19 motor vehicles under Md. Code Com. Law § 2A-103(1)(p).

20 1981. The Subject Vehicles are and were at all relevant times "goods" within the meaning
21 25 of Md. Code Com. Law §§ 2-105(1) and 2a-103(1)(h).

22 1982. A warranty that the Subject Vehicles were in merchantable condition and fit for the
23 ordinary purpose for which vehicles are used is implied by law pursuant to Md. Code Com. Law
24 §§ 2-314 and 2a-212.

1 1983. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable
 2 condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject
 3 Vehicles were not in merchantable condition because their design violated state and federal laws.
 4 The Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and
 5 federal emission standards.

6 1984. Fiat's and FCA's breaches of the implied warranty of merchantability caused
 7 damage to the Plaintiffs. The amount of damages due will be proven at trial.

8 **22. Massachusetts**

9 **BREACH OF EXPRESS WARRANTY** 10 **(Mass. Gen. Laws Ch. 106 §§ 2-313 and 2A-210)** 11

12 1985. Plaintiffs reallege and incorporate by reference all preceding allegations as though
 13 fully set forth herein.

14 1986. Plaintiffs, Jack London, Roger Farrow, Adam Ausura, Andrew Jesse, Ryan King,
 15 Michael Branco, Timothy Isyk, Oron Tipton, Lorell D. Hurley, Robert J. Dollard, John D.
 16 Porrazzo, Robert H. Reuter, Saska Voll, Scott Carey, (for the purpose of this section, "Plaintiff")
 17 brings this action on behalf of themselves against Fiat and FCA.

18 1987. Fiat and FCA are and were at all relevant times "merchants" with respect to motor
 19 vehicles under Mass Gen. Laws ch. 106 § 2-104(1) and is a "seller" of motor vehicles under § 2-
 20 103(1) (d).

21 1988. With respect to leases, Fiat and FCA are and were all relevant times "lessors" of
 22 motor vehicles under Mass Gen. Laws ch. 106 § 2A-103(1)(p).

23 1989. The Subject Vehicles are and were at all relevant times "goods" within the meaning

1 of Mass. Gen. Laws ch. 106 §§ 2-105(1) and 2A-103(1)(h).

2 1990. Federal law requires manufacturers of light-duty vehicles to provide two federal
3 emission control warranties: a “Performance Warranty” and a “Design and Defect Warranty.” The
4 Performance Warranty applies to repairs that are required during the first two years or 24,000
5 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain
6 major emission control components are covered for the first eight years or 80,000 miles, whichever
7 comes first. These major emission control components subject to the longer warranty include the
8 catalytic converters, the electronic engine control unit (ECU), and the onboard emissions
9 diagnostic device or computer. The Design and Defect Warranty covers repair of emission control
10 or emission related parts which fail to function or function improperly due to a defect in materials
11 or workmanship. This warranty provides protection for two years or 24,000 miles, whichever
12 comes first, or, for the major emission control components, for eight years or 80,000 miles,
13 whichever comes first.

14 1991. Fiat and FCA provided these warranties to Plaintiff. These warranties formed the
15 basis of the bargain that was reached when Plaintiff purchased or leased their Subject Vehicles.

16 1992. However, Fiat and FCA knew or should have known that the warranties were false
17 and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles
18 sold and leased to Plaintiffs were designed to deactivate under real-world driving conditions, and
19 to emit oxides of nitrogen within legal limits only when undergoing emissions testing, and
20 therefore, knew that the emission systems contained defects.

21 1993. Plaintiffs reasonably relied on Fiat’s and FCA’s express warranties concerning
22 emissions when purchasing or leasing the Subject Vehicles. However, the Subject Vehicles did

1 not perform as warranted. Unbeknownst to Plaintiffs, the Subject Vehicles were designed to
 2 pollute at higher than legal limits during normal driving and could not achieve advertised
 3 performance and efficiency metrics without this cheating design. This design and the devices that
 4 effectuate it are defects. Fiat and FCA therefore breached their express warranty by providing a
 5 product containing defects that were never disclosed to Plaintiffs.

6 1994. Any opportunity to cure the express breach is unnecessary and futile.

7 1995. As a direct and proximate result of Fiat's and FCA's breach of express warranties,
 8 Plaintiffs suffered significant damages, and seek damages in an amount to be determined at trial.

9
 10 **BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**
 11 **(Mass. Gen. Laws Ch. 106 §§ 2-314 and 2A-212)**
 12

13 1996. Plaintiffs reallege and incorporate by reference all allegations of the preceding
 14 paragraphs as though fully set forth herein.

15 1997. Plaintiffs, Jack London, Roger Farrow, Adam Ausura, Andrew Jesse, Ryan King,
 16 Michael Branco, Timothy Isyk, Oron Tipton, Lorell D. Hurley, Robert J. Dollard, John D.
 17 Porrazzo, Robert H. Reuter, Saska Voll, Scott Carey, (for the purpose of this section, "Plaintiff")
 18 brings this action on behalf of themselves against Fiat and FCA.

19 1998. Fiat and FCA were at all relevant times "merchants" with respect to motor vehicles
 20 under Mass Gen. Laws ch. 106 § 2-104(1) and is a "seller" of motor vehicles under § 2-103(1) (d).

21 1999. With respect to leases, Fiat and FCA are and were at all relevant times "lessors" of
 22 motor vehicles under Mass Gen. Laws ch. 106 § 2A-103(1)(p).

23 2000. The Subject Vehicles are and were at all relevant times "goods" within the meaning
 24 of Mass. Gen. Laws ch. 106 §§ 2-105(1) and 2A-103(1)(h).

25 2001. A warranty that the Subject Vehicles were in merchantable condition and fit for the

1 ordinary purpose for which vehicles are used is implied by law pursuant to Mass. Gen. Laws ch.
2 106 §§ 2-314 and 2A-212.

3 2002. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable
4 condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject
5 Vehicles were not in merchantable condition because their design violated state and federal laws.
6 The Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and
7 federal emission standards.

8 2003. Fiat's and FCA's breaches of the implied warranty of merchantability caused
9 damage to the Plaintiff. The amount of damages due will be proven at trial.

10 **23. Michigan**

11 **BREACH OF EXPRESS WARRANTY** 12 **(Mich. Comp. Laws §§ 440.2313 and 440.2860)** 13

14 2004. Plaintiffs reallege and incorporate by reference all preceding allegations as though
15 fully set forth herein.

16 2005. Plaintiffs, Andy Twork, Bruce Hassevoort, Bryan Thompson, Camelo Guzman,
17 Danny W. Harris, II., Joseph McCrumb, Josh Turner, Scott Franzel, Robert Yakimchick,
18 Christopher & Jacob Brown, Thomas Goodyke & Julie Bowers Goodyke, Paul Webster Messner,
19 Jr., Alan Sjoberg, Richard Watters, William Coleman, Van Smith Jr., David A. Nakkula, Keith
20 Arnold, Andrew Vanderklok, Joseph Barksdale, Paul Myers, Michelle L. Labadie, Sandy & Gina
21 Badenski, Chason Pointer, Jacquelyn Lowe, Gregory Ray, Michael Sutherland, Steve Paquette,
22 Jacob Brown, Chris Watkins, Ryan Lahaie, David Brown, Dan Sadowski, Marcus Kruse, (for the
23 purpose of this section, "Plaintiff") brings this action on behalf of themselves against Fiat and
24 FCA.

25 2006. Fiat and FCA are and were at all relevant times "merchants" with respect to motor

1 vehicles under Mich. Comp. Laws § 440.2104(1) and “sellers” of motor vehicles under §
2 440.2103(1)(c).

3 2007. With respect to leases, Fiat and FCA are and were all relevant times “lessors” of
4 motor vehicles under Mich. Comp. Laws § 440.2803(1)(p).

5 2008. The Subject Vehicles are and were at all relevant times “goods” within the meaning
6 of Mich. Comp. Laws §§ 440.2105(1) and 440.2803(1)(h).

7 2009. Federal law requires manufacturers of light-duty vehicles to provide two federal
8 emission control warranties: a “Performance Warranty” and a “Design and Defect Warranty.” The
9 Performance Warranty applies to repairs that are required during the first two years or 24,000
10 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain
11 major emission control components are covered for the first eight years or 80,000 miles, whichever
12 comes first. These major emission control components subject to the longer warranty include the
13 catalytic converters, the electronic engine control unit (ECU), and the onboard emissions
14 diagnostic device or computer. The Design and Defect Warranty covers repair of emission control
15 or emission related parts which fail to function or function improperly due to a defect in materials
16 or workmanship. This warranty provides protection for two years or 24,000 miles, whichever
17 comes first, or, for the major emission control components, for eight years or 80,000 miles,
18 whichever comes first.

19 2010. Fiat and FCA provided these warranties to Plaintiffs. These warranties formed the
20 basis of the bargain that was reached when Plaintiff purchased or leased their Subject Vehicles.

21 2011. However, Fiat and FCA knew or should have known that the warranties were false
22 and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles
23 sold and leased to Plaintiffs were designed to deactivate under real-world driving conditions, and

1 to emit oxides of nitrogen within legal limits only when undergoing emissions testing, and
2 therefore, knew that the emission systems contained defects.

3 2012. Plaintiffs reasonably relied on Fiat's and FCA's express warranties concerning
4 emissions when purchasing or leasing the Subject Vehicles. However, the Subject Vehicles did
5 not perform as warranted. Unbeknownst to Plaintiff, the Subject Vehicles were designed to pollute
6 at higher than legal limits during normal driving, and could not achieve advertised performance
7 and efficiency metrics without this cheating design. This design and the devices that effectuate it
8 are defects. Fiat and FCA therefore breached their express warranty by providing a product
9 containing defects that were never disclosed to Plaintiffs.

10 2013. Any opportunity to cure the express breach is unnecessary and futile.

11 2014. As a direct and proximate result of Fiat's and FCA's breach of express warranties,
12 Plaintiffs suffered significant damages, and seek damages in an amount to be determined at trial.

13 **BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**
14 **(Mich. Comp. Laws §§ 440.2314 and 440.2860)**
15

16 2015. Plaintiffs reallege and incorporate by reference all allegations of the preceding
17 paragraphs as though fully set forth herein.

18 2016. Plaintiffs, Andy Twork, Bruce Hassevoort, Bryan Thompson, Camelo Guzman,
19 Danny W. Harris, II., Joseph McCrumb, Josh Turner, Scott Franzel, Robert Yakimchick,
20 Christopher & Jacob Brown, Thomas Goodyke & Julie Bowers Goodyke, Paul Webster Messner,
21 Jr., Alan Sjoberg, Richard Watters, William Coleman, Van Smith Jr., David A. Nakkula, Keith
22 Arnold, Andrew Vanderklok, Joseph Barksdale, Paul Myers, Michelle L. Labadie, Sandy & Gina
23 Badenski, Chason Pointer, Jacquelyn Lowe, Gregory Ray, Michael Sutherland, Steve Paquette,
24 Jacob Brown, Chris Watkins, Ryan Lahaie, David Brown, Dan Sadowski, Marcus Kruse, (for the

1 purpose of this section, “Plaintiff”) brings this action on behalf of themselves against Fiat and
 2 FCA.

3 2017. Fiat and FCA were at all relevant times “merchants” with respect to motor vehicles
 4 under Mich. Comp. Laws § 440.2104(1) and “sellers” of motor vehicles under § 440.2103(1)(c).

5 2018. With respect to leases, Fiat and FCA are and were at all relevant times “lessors” of
 6 motor vehicles under Mich. Comp. Laws § 440.2803(1)(p).

7 2019. The Subject Vehicles are and were at all relevant times “goods” within the meaning
 8 of Mich. Comp. Laws §§ 440.2105(1) and 440.2803(1)(h).

9 2020. A warranty that the Subject Vehicles were in merchantable condition and fit for the
 10 ordinary purpose for which vehicles are used is implied by law pursuant to Mich. Comp. Laws §§
 11 440.2314 and 440.2862.

12 2021. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable
 13 condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject
 14 Vehicles were not in merchantable condition because their design violated state and federal laws.
 15 The Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and
 16 federal emission standards.

17 2022. Fiat’s and FCA’s breaches of the implied warranty of merchantability caused
 18 damage to the Plaintiff. The amount of damages due will be proven at trial.

19 **24. Minnesota**

20 **BREACH OF EXPRESS WARRANTY**
 21 **(Minn. Stat. §§ 336.2-313 and 336.2A-210)**
 22

23 2023. Plaintiffs reallege and incorporate by reference all preceding allegations as though

1 fully set forth herein.

2 2024. Plaintiffs, Steven Leonard, Shawn C. Jacobs, Jayne Marie Edwards, Dan Seeland
3 and Naht Phan, Jeffrey D. Hoyum, Michael Kasten, Brian Pieper, Dal & Melody Lynn Ruzicka,
4 (for the purpose of this section, “Plaintiff”) brings this action on behalf of themselves against Fiat
5 and FCA.

6 2025. Fiat and FCA are and were at all relevant times “merchants” with respect to motor
7 vehicles under Minn. Stat. § 336.2-104(1) and “sellers” of motor vehicles under § 336.2- 103(1)(d).

8 2026. With respect to leases, Fiat and FCA are and were all relevant times “lessors” of
9 motor vehicles under Minn. Stat. § 336.2A-103(1)(p).

10 2027. The Subject Vehicles are and were at all relevant times “goods” within the meaning
11 of Minn. Stat. § 336.2-105(1) and 336.2A-103(1)(h).

12 2028. Federal law requires manufacturers of light-duty vehicles to provide two federal
13 emission control warranties: a “Performance Warranty” and a “Design and Defect Warranty.” The
14 Performance Warranty applies to repairs that are required during the first two years or 24,000
15 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain
16 major emission control components are covered for the first eight years or 80,000 miles, whichever
17 comes first. These major emission control components subject to the longer warranty include the
18 catalytic converters, the electronic engine control unit (ECU), and the onboard emissions
19 diagnostic device or computer. The Design and Defect Warranty covers repair of emission control
20 or emission related parts which fail to function or function improperly due to a defect in materials
21 or workmanship. This warranty provides protection for two years or 24,000 miles, whichever
22 comes first, or, for the major emission control components, for eight years or 80,000 miles,
23 whichever comes first.

1 2029. Fiat and FCA provided these warranties to Plaintiff. These warranties formed the
2 basis of the bargain that was reached when Plaintiffs purchased or leased their Subject Vehicles.

3 2030. However, Fiat and FCA knew or should have known that the warranties were false
4 and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles
5 sold and leased to Plaintiffs were designed to deactivate under real-world driving conditions, and
6 to emit oxides of nitrogen within legal limits only when undergoing emissions testing, and
7 therefore, knew that the emission systems contained defects.

8 2031. Plaintiffs reasonably relied on Fiat's and FCA's express warranties concerning
9 emissions when purchasing or leasing the Subject Vehicles. However, the Subject Vehicles did
10 not perform as warranted. Unbeknownst to Plaintiffs, the Subject Vehicles were designed to
11 pollute at higher than legal limits during normal driving, and could not achieve advertised
12 performance and efficiency metrics without this cheating design. This design and the devices that
13 effectuate it are defects. Fiat and FCA therefore breached their express warranty by providing a
14 product containing defects that were never disclosed to Plaintiffs.

15 2032. Any opportunity to cure the express breach is unnecessary and futile.

16 2033. As a direct and proximate result of Fiat's and FCA's breach of express warranties,
17 Plaintiff suffered significant damages, and seek damages in an amount to be determined at trial.

18 **BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**
19 **(Minn. Stat. §§ 336.2-314 and 336.2A-212)**
20

21 2034. Plaintiffs reallege and incorporate by reference all allegations of the preceding
22 paragraphs as though fully set forth herein.

23 2035. Plaintiffs, Steven Leonard, Shawn C. Jacobs, Jayne Marie Edwards, Dan Seeland
24 and Naht Phan, Jeffrey D. Hoyum, Michael Kasten, Brian Pieper, Dal & Melody Lynn Ruzicka,
25 (for the purpose of this section, "Plaintiff") brings this action on behalf of themselves against Fiat

1 and FCA.

2 2036. Fiat and FCA were at all relevant times “merchants” with respect to motor vehicles
3 under Minn. Stat. § 336.2-104(1) and “sellers” of motor vehicles under § 336.2-103(1)(d).

4 2037. With respect to leases, Fiat and FCA are and were at all relevant times “lessors” of
5 motor vehicles under Minn. Stat. § 336.2A-103(1)(p).

6 2038. The Subject Vehicles are and were at all relevant times “goods” within the meaning
7 of Minn. Stat. §§ 336.2-105(1) and 336.2A-103(1)(h).

8 2039. A warranty that the Subject Vehicles were in merchantable condition and fit for the
9 ordinary purpose for which vehicles are used is implied by law pursuant to Minn. Stat. §§ 336.2-
10 314 and 336.2A-212.

11 2040. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable
12 condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject
13 Vehicles were not in merchantable condition because their design violated state and federal laws.
14 The Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and
15 federal emission standards.

16 2041. Fiat’s and FCA’s breaches of the implied warranty of merchantability caused
17 damage to the Plaintiff. The amount of damages due will be proven at trial.

18 **25. Mississippi**

19 **BREACH OF EXPRESS WARRANTY**
20 **(Miss. Code §§ 75-2-313 and 75-2A-210)**
21

22 2042. Plaintiffs reallege and incorporate by reference all preceding allegations as though
23 fully set forth herein.

24 2043. Plaintiffs, Jimmy Yeager, Scott Langley, Curtis & Debbie McDaniel, Tammy
25 Frazier, Bobby Wallace, Clifton Bailey, Roger T. Ingram, Christopher Bond, Clifton Bailey,

1 Anthony S. Antonucci, Robert Thomas, William Cunningham, Scott L Norris, Gaston Barnett c/o
2 Walton Stinson, James Radcliff, Troy Cucrullo, Jimmy Haney, (for the purpose of this section,
3 “Plaintiff”) brings this action on behalf of themselves against Fiat and FCA.

4 2044. Fiat and FCA are and were at all relevant times “merchants” with respect to motor
5 vehicles under Miss. Code § 75-2-104(1) and “sellers” of motor vehicles under § 75-2-103(1)(d).

6 2045. With respect to leases, Fiat and FCA are and were all relevant times “lessors” of
7 motor vehicles under Miss. Code § 75-2A-103(1)(p).

8 2046. The Subject Vehicles are and were at all relevant times “goods” within the meaning
9 of Miss. Code §§ 75-2-105(1) and 75-2A-103(1)(h).

10 2047. Federal law requires manufacturers of light-duty vehicles to provide two federal
11 emission control warranties: a “Performance Warranty” and a “Design and Defect Warranty.” The
12 Performance Warranty applies to repairs that are required during the first two years or 24,000
13 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain
14 major emission control components are covered for the first eight years or 80,000 miles, whichever
15 comes first. These major emission control components subject to the longer warranty include the
16 catalytic converters, the electronic engine control unit (ECU), and the onboard emissions
17 diagnostic device or computer. The Design and Defect Warranty covers repair of emission control
18 or emission related parts which fail to function or function improperly due to a defect in materials
19 or workmanship. This warranty provides protection for two years or 24,000 miles, whichever
20 comes first, or, for the major emission control components, for eight years or 80,000 miles,
21 whichever comes first.

22 2048. Fiat and FCA provided these warranties to Plaintiff. These warranties formed the
23 basis of the bargain that was reached when Plaintiff purchased or leased their Subject Vehicles.

1 2049. However, Fiat and FCA knew or should have known that the warranties were false
2 and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles
3 sold and leased to Plaintiffs were designed to deactivate under real-world driving conditions, and
4 to emit oxides of nitrogen within legal limits only when undergoing emissions testing, and
5 therefore, knew that the emission systems contained defects.

6 2050. Plaintiffs reasonably relied on Fiat's and FCA's express warranties concerning
7 emissions when purchasing or leasing the Subject Vehicles. However, the Subject Vehicles did
8 not perform as warranted. Unbeknownst to Plaintiffs, the Subject Vehicles were designed to
9 pollute at higher than legal limits during normal driving and could not achieve advertised
10 performance and efficiency metrics without this cheating design. This design and the devices that
11 effectuate it are defects. Fiat and FCA therefore breached their express warranty by providing a
12 product containing defects that were never disclosed to Plaintiffs.

13 2051. Any opportunity to cure the express breach is unnecessary and futile.

14 2052. As a direct and proximate result of Fiat's and FCA's breach of express warranties,
15 Plaintiff suffered significant damages, and seek damages in an amount to be determined at trial.

16 **BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**
17 **(Miss. Code §§ 75-2-314 and 75-2A-212)**
18

19 2053. Plaintiffs reallege and incorporate by reference all allegations of the preceding
20 paragraphs as though fully set forth herein.

21 2054. Plaintiffs, Jimmy Yeager, Scott Langley, Curtis & Debbie McDaniel, Tammy
22 Frazier, Bobby Wallace, Clifton Bailey, Roger T. Ingram, Christopher Bond, Clifton Bailey,
23 Anthony S. Antonucci, Robert Thomas, William Cunningham, Scott L Norris, Gaston Barnett c/o
24 Walton Stinson, James Radcliff, Troy Cucrullo, Jimmy Haney, (for the purpose of this section,

1 “Plaintiff”) brings this action on behalf of themselves against Fiat and FCA.

2 2055. Fiat and FCA were at all relevant times “merchants” with respect to motor vehicles
3 under Miss. Code § 75-2-104(1) and “sellers” of motor vehicles under § 75-2-103(1)(d).

4 2056. With respect to leases, Fiat and FCA are and were at all relevant times “lessors” of
5 motor vehicles under Miss. Code § 75-2A-103(1)(p).

6 2057. The Subject Vehicles are and were at all relevant times “goods” within the meaning
7 of Miss. Code §§ 75-2-105(1) and 75-2A-103(1)(h).

8 2058. A warranty that the Subject Vehicles were in merchantable condition and fit for the
9 ordinary purpose for which vehicles are used is implied by law pursuant to Miss. Code §§ 75-2-
10 314 and 75-2A-212.

11 2059. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable
12 condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject
13 Vehicles were not in merchantable condition because their design violated state and federal laws.
14 The Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and
15 federal emission standards.

16 2060. Fiat’s and FCA’s breaches of the implied warranty of merchantability caused
17 damage to Plaintiff. The amount of damages due will be proven at trial.

18 **26. Missouri**

19 **BREACH OF EXPRESS WARRANTY**
20 **(Mo. Stat. §§ 400.2-313 and 400.2A-210)**
21

22 2061. Plaintiffs reallege and incorporate by reference all preceding allegations as though
23 fully set forth herein.

2062. Plaintiffs, David Sexton, Eric Busch, James Newell, Jeffrey Bax, Michael Janssen, Michael Stuart, Robert Graaf, Sara Batchelor, Tim Ciampoli, Brooks H. Moore, Berrick Jack, Larry Brown, Todd Bierk, Jeff & Terri Robinson, Jason VanLoo, Jeffrey Weislocher, Sean Condry, Mark Warren, Ken Hauck, Mark Kinder, Dawn & James McDonald, Joshua Wilson, Justin Graves, William Eason, James and Tierra Applegate, Rayder Bennett, Frank M. Collier, David L Patton, Jeffrey Gebel, Nathen and Rachel Crittenden, Noel Foley, Stanley and Anita Collins, Steven Palmer, Shachar Cohen, Kip Coleman, Chris Masters, Jim Henry, Keith Kirby, Claude & Randy Stone, Donald Mollett, Thomas Dluzinewski, Thomas Dluzniewski, Cyrus Garrison, Don Keeney, Kim Triplett, James Dunn, Leya & Kenneth Bell, Ruthanna Taylor & Zachary Buchanan, (for the purpose of this section, “Plaintiff”) brings this action on behalf of themselves against Fiat and FCA.

2063. Fiat and FCA are and were at all relevant times “merchants” with respect to motor vehicles under Mo. Stat. § 400.2-104(1) and “sellers” of motor vehicles under § 400.2-103(1)(d).

2064. With respect to leases, Fiat and FCA are and were all relevant times “lessors” of motor vehicles under Mo. Stat. § 400.2A-103(1)(p).

2065. The Subject Vehicles are and were at all relevant times “goods” within the meaning of Mo. Stat. § 400.2-105(1) and Mo. Stat. § 400.2A-103(1)(h).5.

2066. Federal law requires manufacturers of light-duty vehicles to provide two federal emission control warranties: a “Performance Warranty” and a “Design and Defect Warranty.” The Performance Warranty applies to repairs that are required during the first two years or 24,000 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain major emission control components are covered for the first eight years or 80,000 miles, whichever comes first. These major emission control components subject to the longer warranty include the

1 catalytic converters, the electronic engine control unit (ECU), and the onboard emissions
2 diagnostic device or computer. The Design and Defect Warranty covers repair of emission control
3 or emission related parts which fail to function or function improperly due to a defect in materials
4 or workmanship. This warranty provides protection for two years or 24,000 miles, whichever
5 comes first, or, for the major emission control components, for eight years or 80,000 miles,
6 whichever comes first.

7 2067. Fiat and FCA provided these warranties to Plaintiffs. These warranties formed the
8 basis of the bargain that was reached when Plaintiffs purchased or leased their Subject Vehicles.

9 2068. However, Fiat and FCA knew or should have known that the warranties were false
10 and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles
11 sold and leased to Plaintiff were designed to deactivate under real-world driving conditions, and
12 to emit oxides of nitrogen within legal limits only when undergoing emissions testing, and
13 therefore, knew that the emission systems contained defects.

14 2069. Plaintiffs reasonably relied on Fiat's and FCA's express warranties concerning
15 emissions when purchasing or leasing the Subject Vehicles. However, the Subject Vehicles did
16 not perform as warranted. Unbeknownst to Plaintiffs, the Subject Vehicles were designed to
17 pollute at higher than legal limits during normal driving and could not achieve advertised
18 performance and efficiency metrics without this cheating design. This design and the devices that
19 effectuate it are defects. Fiat and FCA therefore breached their express warranty by providing a
20 product containing defects that were never disclosed to Plaintiffs.

21 2070. Any opportunity to cure the express breach is unnecessary and futile.

22 2071. As a direct and proximate result of Fiat's and FCA's breach of express warranties,
23 Plaintiff suffered significant damages, and seek damages in an amount to be determined at trial.

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(Mo. Stat. §§ 400.2-314 and 400.2A-212)

2072. Plaintiffs reallege and incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

2073. Plaintiffs, David Sexton, Eric Busch, James Newell, Jeffrey Bax, Michael Janssen, Michael Stuart, Robert Graaf, Sara Batchelor, Tim Ciampoli, Brooks H. Moore, Berrick Jack, Larry Brown, Todd Bierk, Jeff & Terri Robinson, Jason VanLoo, Jeffrey Weislocher, Sean Condry, Mark Warren, Ken Hauck, Mark Kinder, Dawn & James McDonald, Joshua Wilson, Justin Graves, William Eason, James and Tierra Applegate, Rayder Bennett, Frank M. Collier, David L Patton, Jeffrey Gebel, Nathen and Rachel Crittenden, Noel Foley, Stanley and Anita Collins, Steven Palmer, Shachar Cohen, Kip Coleman, Chris Masters, Jim Henry, Keith Kirby, Claude & Randy Stone, Donald Mollett, Thomas Dluzinewski, Thomas Dluzniewski, Cyrus Garrison, Don Keeney, Kim Triplett, James Dunn, Leya & Kenneth Bell, Ruthanna Taylor & Zachary Buchanan, (for the purpose of this section, “Plaintiff”) brings this action on behalf of themselves against Fiat and FCA.

2074. Fiat and FCA were at all relevant times “merchants” with respect to motor vehicles under Mo. Stat. § 400.2-104(1) and “sellers” of motor vehicles under § 400.2-103(1)(d).

2075. With respect to leases, Fiat and FCA are and were at all relevant times “lessors” of motor vehicles under Mo. Stat. § 400.2A-103(1)(p).

2076. The Subject Vehicles are and were at all relevant times “goods” within the meaning of Mo. Stat. § 400.2-105(1) and Mo. Stat. § 400.2A-103(1)(h).5.

2077. A warranty that the Subject Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law pursuant to Mo. Stat. § 400.2-314 and Mo. Stat. § 400.2A-212.

1 2078. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable
 2 condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject
 3 Vehicles were not in merchantable condition because their design violated state and federal laws.
 4 The Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and
 5 federal emission standards.

6 2079. Fiat's and FCA's breaches of the implied warranty of merchantability caused
 7 damage to Plaintiff. The amount of damages due will be proven at trial.

8
 9 **27. Montana**

10 **BREACH OF EXPRESS WARRANTY**
 11 **(Mont. Code §§ 30-2-313 and 30-2A-210)**
 12

13 2080. Plaintiffs reallege and incorporate by reference all preceding allegations as though
 14 fully set forth herein.

15 2081. Plaintiffs, Debra Severson, Derrick Sullivan, James Chapman, James Zinda, Peter
 16 Vigue, Brent Burton, Laurence Carroll, Levent Altunova, Jared Watson & Lisa Tadd, Debra Ann
 17 Guderjahn, Pat Breitbach, Patrick and Jill Kons, Keith Young, Karen Ann Corbin, Charles Bogy,
 18 (for the purpose of this section, "Plaintiff") brings this action on behalf of themselves against Fiat
 19 and FCA.

20 2082. Fiat and FCA are and were at all relevant times "merchants" with respect to motor
 21 vehicles under Mont. Code § 30-2-104(1) and "sellers" of motor vehicles under § 30-2-103(1)(d).

22 2083. With respect to leases, Fiat and FCA are and were all relevant times "lessors" of
 23 motor vehicles under Mont. Code § 30-2A-103(1)(p).

24 2084. The Subject Vehicles are and were at all relevant times "goods" within the meaning
 25 of Mont. Code §§ 30-2-105(1) and 30-2A-103(1)(h).5.

1 2085. Federal law requires manufacturers of light-duty vehicles to provide two federal
2 emission control warranties: a “Performance Warranty” and a “Design and Defect Warranty.” The
3 Performance Warranty applies to repairs that are required during the first two years or 24,000
4 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain
5 major emission control components are covered for the first eight years or 80,000 miles, whichever
6 comes first. These major emission control components subject to the longer warranty include the
7 catalytic converters, the electronic engine control unit (ECU), and the onboard emissions
8 diagnostic device or computer. The Design and Defect Warranty covers repair of emission control
9 or emission related parts which fail to function or function improperly due to a defect in materials
10 or workmanship. This warranty provides protection for two years or 24,000 miles, whichever
11 comes first, or, for the major emission control components, for eight years or 80,000 miles,
12 whichever comes first.

13 2086. Fiat and FCA provided these warranties to Plaintiff. These warranties formed the
14 basis of the bargain that was reached when Plaintiff purchased or leased their Subject Vehicles.

15 2087. However, Fiat and FCA knew or should have known that the warranties were false
16 and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles
17 sold and leased to Plaintiff were designed to deactivate under real-world driving conditions, and
18 to emit oxides of nitrogen within legal limits only when undergoing emissions testing, and
19 therefore, knew that the emission systems contained defects.

20 2088. Plaintiffs reasonably relied on Fiat’s and FCA’s express warranties concerning
21 emissions when purchasing or leasing the Subject Vehicles. However, the Subject Vehicles did
22 not perform as warranted. Unbeknownst to Plaintiffs and the Montana State Plaintiffs, the Subject
23 Vehicles were designed to pollute at higher than legal limits during normal driving and could not

1 achieve advertised performance and efficiency metrics without this cheating design. This design
 2 and the devices that effectuate it are defects. Fiat and FCA therefore breached their express
 3 warranty by providing a product containing defects that were never disclosed to Plaintiffs.

4 2089. Any opportunity to cure the express breach is unnecessary and futile.

5 2090. As a direct and proximate result of Fiat's and FCA's breach of express warranties,
 6 Plaintiff suffered significant damages, and seek damages in an amount to be determined at trial.

7 **BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**
 8 **(Mont. Code §§ 30-2-314 and 30-2A-212)**
 9

10 2091. Plaintiffs reallege and incorporate by reference all allegations of the preceding
 11 paragraphs as though fully set forth herein.

12 2092. Plaintiffs, Debra Severson, Derrick Sullivan, James Chapman, James Zinda, Peter
 13 Vigue, Brent Burton, Laurence Carroll, Levent Altunova, Jared Watson & Lisa Tadd, Debra Ann
 14 Guderjahn, Pat Breitbach Patrick and Jill Kons, Keith Young, Karen Ann Corbin, Charles Bogy,
 15 (for the purpose of this section, "Plaintiff") brings this action on behalf of themselves against Fiat
 16 and FCA.

17 2093. Fiat and FCA were at all relevant times "merchants" with respect to motor vehicles
 18 under Mont. Code § 30-2-104(1) and "sellers" of motor vehicles under § 30-2-103(1)(d).

19 2094. With respect to leases, Fiat and FCA are and were at all relevant times "lessors" of
 20 motor vehicles under Mont. Code § 30-2A-103(1)(p).

21 2095. The Subject Vehicles are and were at all relevant times "goods" within the meaning
 22 2 of Mont. Code §§ 30-2-105(1) and 30-2A-103(1)(h).5.

23 2096. A warranty that the Subject Vehicles were in merchantable condition and fit for the
 24 ordinary purpose for which vehicles are used is implied by law pursuant to Mont. Code §§ 30-2-
 25 314 and 30-2A-212.

2097. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject Vehicles were not in merchantable condition because their design violated state and federal laws. The Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and federal emission standards.

2098. Fiat's and FCA's breaches of the implied warranty of merchantability caused damage to Plaintiff. The amount of damages due will be proven at trial.

28. Nebraska

BREACH OF EXPRESS WARRANTY (Neb. Rev. St. U.C.C. §§ 2-313 and 2A-210)

2099. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

2100. Plaintiffs, Brenda Dokmonovich, Brittney & Chad Olsen, Dustin E. Grate, John Donohoe, Eric Vera, Gordon Shrader, Dean Beck, Leslie Swartz, Jared and Crystal Falk, Randy Gray, Miranda Tadlock & Adryan Debey, Willard R. & Victoria L. Hart, Rebecca Coburn, Katie Mantz, Kenneth Lynn & Laurie Ann Drees, (for the purpose of this section, "Plaintiffs") bring this action on behalf of themselves against Fiat and FCA.

2101. Fiat and FCA are and were at all relevant times "merchants" with respect to motor vehicles under Neb. Rev. St. U.C.C. § 2-104(1) and "sellers" of motor vehicles under § 2-103(1)(d).

2102. With respect to leases, Fiat and FCA are and were all relevant times "lessors" of motor vehicles under Neb. Rev. St. U.C.C. § 2A-103(1)(p).

2103. The Subject Vehicles are and were at all relevant times "goods" within the meaning of Neb. Rev. St. U.C.C. §§ 2-105(1) and 2A-103(1)(h).

1 2104. Federal law requires manufacturers of light-duty vehicles to provide two federal
2 emission control warranties: a “Performance Warranty” and a “Design and Defect Warranty.” The
3 Performance Warranty applies to repairs that are required during the first two years or 24,000
4 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain
5 major emission control components are covered for the first eight years or 80,000 miles, whichever
6 comes first. These major emission control components subject to the longer warranty include the
7 catalytic converters, the electronic engine control unit (ECU), and the onboard emissions
8 diagnostic device or computer. The Design and Defect Warranty covers repair of emission control
9 or emission related parts which fail to function or function improperly due to a defect in materials
10 or workmanship. This warranty provides protection for two years or 24,000 miles, whichever
11 comes first, or, for the major emission control components, for eight years or 80,000 miles,
12 whichever comes first.

13 2105. Fiat and FCA provided these warranties to Plaintiffs. These warranties formed the
14 basis of the bargain that was reached when Plaintiffs purchased or leased their Subject Vehicles.

15 2106. However, Fiat and FCA knew or should have known that the warranties were false
16 and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles
17 sold and leased to Plaintiffs were designed to deactivate under real-world driving conditions, and
18 to emit oxides of nitrogen within legal limits only when undergoing emissions testing, and
19 therefore, knew that the emission systems contained defects.

20 2107. Plaintiffs reasonably relied on Fiat’s and FCA’s express warranties concerning
21 emissions when purchasing or leasing the Subject Vehicles. However, the Subject Vehicles did
22 not perform as warranted. Unbeknownst to Plaintiffs, the Subject Vehicles were designed to
23 pollute at higher than legal limits during normal driving and could not achieve advertised

performance and efficiency metrics without this cheating design. This design and the devices that effectuate it are defects. Fiat and FCA therefore breached their express warranty by providing a product containing defects that were never disclosed to Plaintiffs.

2108. Any opportunity to cure the express breach is unnecessary and futile.

2109. As a direct and proximate result of Fiat's and FCA's breach of express warranties, Plaintiffs suffered significant damages, and seek damages in an amount to be determined at trial.

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(Neb. Rev. St. U.C.C. §§ 2-314 and 2A-212)

2110. Plaintiffs reallege and incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

2111. Plaintiffs, Brenda Dokmonovich, Brittney & Chad Olsen, Dustin E. Grate, John Donohoe, Eric Vera, Gordon Shrader, Dean Beck, Leslie Swartz, Jared and Crystal Falk, Randy Gray, Miranda Tadlock & Adryan Debey, Willard R. & Victoria L. Hart, Rebecca Coburn, Katie Mantz, Kenneth Lynn & Laurie Ann Drees, (for the purpose of this section, "Plaintiffs") bring this action on behalf of themselves against Fiat and FCA.

2112. Fiat and FCA were at all relevant times "merchants" with respect to motor vehicles under Neb. Rev. St. U.C.C. § 2-104(1) and "sellers" of motor vehicles under § 2-103(1)(d).

2113. With respect to leases, Fiat and FCA are and were at all relevant times "lessors" of motor vehicles under Neb. Rev. St. U.C.C. § 2A-103(1)(p).

2114. The Subject Vehicles are and were at all relevant times "goods" within the meaning of Neb. Rev. St. U.C.C. §§ 2-105(1) and 2A-103(1)(h).

2115. A warranty that the Subject Vehicles were in merchantable condition and fit for the

1 ordinary purpose for which vehicles are used is implied by law pursuant to Neb. Rev. St.
2 20U.C.C. §§ 2-314 and 2A-212.

3 2116. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable
4 condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject
5 Vehicles were not in merchantable condition because their design violated state and federal laws.
6 The Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and
7 federal emission standards.

8 2117. Fiat's and FCA's breaches of the implied warranty of merchantability caused
9 damage to Plaintiffs. The amount of damages due will be proven at trial.

10 **29. Nevada**

11 **BREACH OF EXPRESS WARRANTY**
12 **(Nev. Rev. Stat. §§ 104.2313 and 104A.2210)**

13
14 2118. Plaintiffs reallege and incorporate by reference all preceding allegations as though
15 fully set forth herein.

16 2119. Plaintiffs, Mike Kolsch, Miklos Toth, Randal G. & Virginia K. Hendricks Smith,
17 Randy Long, Brian J. Delaney, Harold Joseph Piele, Robert Peck, Robert J. Phillips, Rick Bunch,
18 Robert Wasilchuk, Arturo Torres, Clinton Moxey, Scott Banks, Warren Gardinier, James Martin,
19 Susan and Ethan Burlingham, John & Susanne Verretto, (for the purpose of this section,
20 "Plaintiff") brings this action on behalf of themselves against Fiat and FCA.

21 2120. Fiat and FCA are and were at all relevant times "merchants" with respect to motor
22 vehicles under Nev. Rev. Stat. § 104.2104(1) and "sellers" of motor vehicles under §
23 04.2103(1)(c).

1 2121. With respect to leases, Fiat and FCA are and were all relevant times “lessors” of
2 motor vehicles under Nev. Rev. Stat. § 104A.2103(1)(p).

3 2122. The Subject Vehicles are and were at all relevant times “goods” within the meaning
4 of Nev. Rev. Stat. §§ 104.2105(1) and 104A.2103(1)(h).

5 2123. Federal law requires manufacturers of light-duty vehicles to provide two federal
6 emission control warranties: a “Performance Warranty” and a “Design and Defect Warranty.” The
7 Performance Warranty applies to repairs that are required during the first two years or 24,000
8 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain
9 major emission control components are covered for the first eight years or 80,000 miles, whichever
10 comes first. These major emission control components subject to the longer warranty include the
11 catalytic converters, the electronic engine control unit (ECU), and the onboard emissions
12 diagnostic device or computer. The Design and Defect Warranty covers repair of emission control
13 or emission related parts which fail to function or function improperly due to a defect in materials
14 or workmanship. This warranty provides protection for two years or 24,000 miles, whichever
15 comes first, or, for the major emission control components, for eight years or 80,000 miles,
16 whichever comes first.

17 2124. Fiat and FCA provided these warranties to Plaintiff. These warranties formed the
18 basis of the bargain that was reached when Plaintiff purchased or leased their Subject Vehicles.

19 2125. However, Fiat and FCA knew or should have known that the warranties were false
20 and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles
21 sold and leased to Plaintiff were designed to deactivate under real-world driving conditions, and
22 to emit oxides of nitrogen within legal limits only when undergoing emissions testing, and
23 therefore, knew that the emission systems contained defects.

2126. Plaintiff reasonably relied on Fiat's and FCA's express warranties concerning emissions when purchasing or leasing the Subject Vehicles. However, the Subject Vehicles did not perform as warranted. Unbeknownst to Plaintiff, the Subject Vehicles were designed to pollute at higher than legal limits during normal driving and could not achieve advertised performance and efficiency metrics without this cheating design. This design and the devices that effectuate it are defects. Fiat and FCA therefore breached their express warranty by providing a product containing defects that were never disclosed to Plaintiff.

2127. Any opportunity to cure the express breach is unnecessary and futile.

2128. As a direct and proximate result of Fiat's and FCA's breach of express warranties, Plaintiff suffered significant damages, and seek damages in an amount to be determined at trial.

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(Nev. Rev. Stat. §§ 104.2314 and 104A.2212)

2129. Plaintiffs reallege and incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

2130. Plaintiffs, Mike Kolsch, Miklos Toth, Randal G. & Virginia K. Henricks Smith, Randy Long, Brian J. Delaney, Harold Joseph Piele, Robert Peck, Robert J. Phillips, Rick Bunch, Robert Wasilchuk, Arturo Torres, Clinton Moxey, Scott Banks, Warren Gardinier, James Martin, Susan and Ethan Burlingham, John & Susanne Verretto, (for the purpose of this section, "Plaintiff") brings this action on behalf of themselves against Fiat and FCA.

2131. Fiat and FCA were at all relevant times "merchants" with respect to motor vehicles under Nev. Rev. Stat. § 104.2104(1) and "sellers" of motor vehicles under § 104.2103(1)(c).

2132. With respect to leases, Fiat and FCA are and were at all relevant times "lessors" of

1 motor vehicles under Nev. Rev. Stat. § 104A.2103(1)(p).

2 2133. The Subject Vehicles are and were at all relevant times “goods” within the meaning
3 of Nev. Rev. Stat. §§ 104.2105(1) and 104A.2103(1)(h).

4 2134. A warranty that the Subject Vehicles were in merchantable condition and fit for the
5 ordinary purpose for which vehicles are used is implied by law pursuant to Nev. Rev. Stat. §§
6 104.2314 and 104A.2212.

7 2135. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable
8 condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject
9 Vehicles were not in merchantable condition because their design violated state and federal laws.
10 The Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and
11 federal emission standards.

12 2136. Fiat’s and FCA’s breaches of the implied warranty of merchantability caused
13 damage to the Plaintiff. The amount of damages due will be proven at trial.

14
15 **30. New Hampshire**

16
17 **BREACH OF EXPRESS WARRANTY**
18 **(N.H. Rev. Stat. §§ 382-A:2-313 and 2A-210)**
19

20 2137. Plaintiffs reallege and incorporate by reference all preceding allegations as though
21 fully set forth herein.

22 2138. Plaintiffs, Edward Carrier, Mike Doherty, Jason Sullivan, (for the purpose of this
23 section, “Plaintiff”) brings this action on behalf of themselves against Fiat and FCA.

24 2139. Fiat and FCA are and were at all relevant times “merchants” with respect to motor
25 vehicles under N.H. Rev. Stat. § 382-A:2-104(1) and “sellers” of motor vehicles under § 382-A:2-

1 103(1)(d).

2 2140. With respect to leases, Fiat and FCA are and were all relevant times “lessors” of
3 motor vehicles under N.H. Rev. Stat. § 382-A:2A-103(1)(p).

4 2141. The Subject Vehicles are and were at all relevant times “goods” within the meaning
5 of N.H. Rev. Stat. §§ 382-A:2-105(1) and 382-A:2A-103(1)(h).

6 2142. Federal law requires manufacturers of light-duty vehicles to provide two federal
7 emission control warranties: a “Performance Warranty” and a “Design and Defect Warranty.” The
8 Performance Warranty applies to repairs that are required during the first two years or 24,000
9 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain
10 major emission control components are covered for the first eight years or 80,000 miles, whichever
11 comes first. These major emission control components subject to the longer warranty include the
12 catalytic converters, the electronic engine control unit (ECU), and the onboard emissions
13 diagnostic device or computer. The Design and Defect Warranty covers repair of emission control
14 or emission related parts which fail to function or function improperly due to a defect in materials
15 or workmanship. This warranty provides protection for two years or 24,000 miles, whichever
16 comes first, or, for the major emission control components, for eight years or 80,000 miles,
17 whichever comes first.

18 2143. Fiat and FCA provided these warranties to the Plaintiffs. These warranties formed
19 the basis of the bargain that was reached when the Plaintiffs purchased or leased their Subject
20 Vehicles.

21 2144. However, Fiat and FCA knew or should have known that the warranties were false
22 and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles
23 sold and leased to the Plaintiffs were designed to deactivate under real-world driving conditions,

1 and to emit oxides of nitrogen within legal limits only when undergoing emissions testing, and
2 therefore, knew that the emission systems contained defects.

3 2145. The Plaintiffs reasonably relied on Fiat's and FCA's express warranties concerning
4 emissions when purchasing or leasing the Subject Vehicles. However, the Subject Vehicles did not
5 perform as warranted. Unbeknownst to the Plaintiffs, the Subject Vehicles were designed to pollute
6 at higher than legal limits during normal driving and could not achieve advertised performance
7 and efficiency metrics without this cheating design. This design and the devices that effectuate it
8 are defects. Fiat and FCA therefore breached their express warranty by providing a product
9 containing defects that were never disclosed to the Plaintiffs.

10 2146. Any opportunity to cure the express breach is unnecessary and futile.

11 2147. As a direct and proximate result of Fiat's and FCA's breach of express warranties,
12 the Plaintiffs suffered significant damages, and seek damages in an amount to be determined at
13 trial.

14 **BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**
15 **(N.H. Rev. Stat. §§ 382-A:2-314 and 2A-212)**
16
17

18 2148. Plaintiffs reallege and incorporate by reference all allegations of the preceding
19 paragraphs as though fully set forth herein.

20 2149. Plaintiffs, Edward Carrier, Mike Doherty, Jason Sullivan, (for the purpose of this
21 section, "Plaintiff") brings this action on behalf of themselves against Fiat and FCA.

22 2150. Fiat and FCA were at all relevant times "merchants" with respect to motor vehicles
23 under N.H. Rev. Stat. §§ 382-A:2-104(1) and "sellers" of motor vehicles under §§ 382-A:2-
24 103(1)(d).

2151. With respect to leases, Fiat and FCA are and were at all relevant times “lessors” of motor vehicles under §§ 382-A:2-103(1)(p).

2152. The Subject Vehicles are and were at all relevant times “goods” within the meaning of §§ 382-A:2-105(1) and §§ 382-A:2-103(1)(h).

2153. A warranty that the Subject Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law pursuant to §§ 382-A:2-314 and §§ 382-A:2A-212.

2154. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject Vehicles were not in merchantable condition because their design violated state and federal laws. The Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and federal emission standard.

2155. Fiat’s and FCA’s breaches of the implied warranty of merchantability caused damage to the Plaintiffs. The amount of damages due will be proven at trial.

31. **New Jersey**

**BREACH OF EXPRESS WARRANTY
(N.J. Stat. Ann. § 12A:2-313 and 2A-210)**

2156. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

2157. Plaintiffs, David Scales, Joyce Ciccone, Charles Lauziere, Michele Carrano, Bastoam Schroeder, Stephanie Cromley, Kevin Ruehle, Roland Marsh, Zachary M. Marsico, Michael Kuhrt, George and Katie Kauffman, Alma Lozana, Gonçalo Duarte, Patricia Neves, Martin L. Ward, John D’Amato, Daniel Welzel, Bryan Emilius, (for the purpose of this section,

1 “Plaintiffs”) bring this action on behalf of themselves against Fiat and FCA.

2 2158. Fiat and FCA are and were at all relevant times “merchants” with respect to motor
3 vehicles under N.J. Stat. Ann. § 12A:2-104(1) and “sellers” of motor vehicles under 2-103(1)(d).

4 2159. With respect to leases, Fiat and FCA are and were all relevant times “lessors” of
5 motor vehicles under N.J. Stat. Ann. § 12A:2A-103(1)(p).

6 2160. The Subject Vehicles are and were at all relevant times “goods” within the meaning
7 of N.J. Stat. Ann. §§ 12A:2-105(1) and 2A-103(1)(h).

8 2161. Federal law requires manufacturers of light-duty vehicles to provide two federal
9 emission control warranties: a “Performance Warranty” and a “Design and Defect Warranty.” The
10 Performance Warranty applies to repairs that are required during the first two years or 24,000
11 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain
12 major emission control components are covered for the first eight years or 80,000 miles, whichever
13 comes first. These major emission control components subject to the longer warranty include the
14 catalytic converters, the electronic engine control unit (ECU), and the onboard emissions
15 diagnostic device or computer. The Design and Defect Warranty covers repair of emission control
16 or emission related parts which fail to function or function improperly due to a defect in materials
17 or workmanship. This warranty provides protection for two years or 24,000 miles, whichever
18 comes first, or, for the major emission control components, for eight years or 80,000 miles,
19 whichever comes first.

20 2162. Fiat and FCA provided these warranties to Plaintiffs. These warranties formed the
21 basis of the bargain that was reached when Plaintiffs purchased or leased their Subject Vehicles.

22 2163. However, Fiat and FCA knew or should have known that the warranties were false
23 and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles

1 sold and leased to Plaintiffs were designed to deactivate under real-world driving conditions, and
2 to emit oxides of nitrogen within legal limits only when undergoing emissions testing, and
3 therefore, knew that the emission systems contained defects.

4 2164. Plaintiffs reasonably relied on Fiat's and FCA's express warranties concerning
5 emissions when purchasing or leasing the Subject Vehicles. However, the Subject Vehicles did
6 not perform as warranted. Unbeknownst to Plaintiffs, the Subject Vehicles were designed to
7 pollute at higher than legal limits during normal driving and could not achieve advertised
8 performance and efficiency metrics without this cheating design. This design and the devices that
9 effectuate it are defects. Fiat and FCA therefore breached their express warranty by providing a
10 product containing defects that were never disclosed to Plaintiffs.

11 2165. Any opportunity to cure the express breach is unnecessary and futile.

12 2166. As a direct and proximate result of Fiat's and FCA's breach of express warranties,
13 Plaintiffs suffered significant damages, and seek damages in an amount to be determined at trial.

14 **BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**
15 **(N.J. Stat. Ann. § 12A:2-314 and 2A-212)**
16

17 2167. Plaintiffs reallege and incorporate by reference all allegations of the preceding
18 paragraphs as though fully set forth herein.

19 2168. Plaintiffs, David Scales, Joyce Ciccone, Charles Lauziere, Michele Carrano,
20 Bastoam Schroeder, Stephanie Cromley, Kevin Ruehle, Roland Marsh, Zachary M. Marsico,
21 Michael Kuhrt, George and Katie Kauffman, Alma Lozana, Gonçalo Duarte, Patricia Neves,
22 Martin L. Ward, John D'Amato, Daniel Welzel, Bryan Emilius, (for the purpose of this section,
23 "Plaintiffs") bring this action on behalf of themselves against Fiat and FCA.

24 2169. Fiat and FCA were at all relevant times "merchants" with respect to motor vehicles

1 under N.J. Stat. Ann. § 12A:2-104(1) and “sellers” of motor vehicles under 2-103(1)(d).

2 2170. With respect to leases, Fiat and FCA are and were at all relevant times “lessors” of
3 motor vehicles under N.J. Stat. Ann. § 12A:2A-103(1)(p).

4 2171. The Subject Vehicles are and were at all relevant times “goods” within the meaning
5 of N.J. Stat. Ann. §§ 12A:2-105(1) and 2A-103(1)(h).

6 2172. A warranty that the Subject Vehicles were in merchantable condition and fit for the
7 ordinary purpose for which vehicles are used is implied by law pursuant to N.J. Stat. Ann. §§
8 12A:2-314 and 2A-212.

9 2173. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable
10 condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject
11 Vehicles were not in merchantable condition because their design violated state and federal laws.
12 The Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and
13 federal emission standards.

14 2174. Fiat’s and FCA’s breaches of the implied warranty of merchantability caused
15 damage to the Plaintiffs. The amount of damages due will be proven at trial.

16 **32. New Mexico**

17 **BREACH OF EXPRESS WARRANTY**
18 **(N.M. Stat. §§ 55-2-313 and 55-2A-210)**
19

20 2175. Plaintiffs reallege and incorporate by reference all preceding allegations as though
21 fully set forth herein.

22 2176. Plaintiffs, Louie Romero and Jacob Herron, Danny Quisenberry, Santiago and

1 Lorraine Romero, Mike Keenan, Frank Novelli, Michael Paul (for the purpose of this section,
2 “Plaintiffs”) bring this action on behalf of themselves against Fiat and FCA.

3 2177. Fiat and FCA are and were at all relevant times “merchants” with respect to motor
4 vehicles under N.M. Stat. § 55-2-104(1) and “sellers” of motor vehicles under § 55-2-103(1)(d).

5 2178. With respect to leases, Fiat and FCA are and were all relevant times “lessors” of
6 motor vehicles under N.M. Stat. § 55-2A-103(1)(p).

7 2179. The Subject Vehicles are and were at all relevant times “goods” within the meaning
8 of N.M. Stat. §§ 55-2-105(1) and 55-2A-103(1)(h).

9 2180. Federal law requires manufacturers of light-duty vehicles to provide two federal
10 emission control warranties: a “Performance Warranty” and a “Design and Defect Warranty.” The
11 Performance Warranty applies to repairs that are required during the first two years or 24,000
12 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain
13 major emission control components are covered for the first eight years or 80,000 miles, whichever
14 comes first. These major emission control components subject to the longer warranty include the
15 catalytic converters, the electronic engine control unit (ECU), and the onboard emissions
16 diagnostic device or computer. The Design and Defect Warranty covers repair of emission control
17 or emission related parts which fail to function or function improperly due to a defect in materials
18 or workmanship. This warranty provides protection for two years or 24,000 miles, whichever
19 comes first, or, for the major emission control components, for eight years or 80,000 miles,
20 whichever comes first.

21 2181. Fiat and FCA provided these warranties to Plaintiffs. These warranties formed the
22 basis of the bargain that was reached when Plaintiffs purchased or leased their Subject Vehicles.

1 2182. However, Fiat and FCA knew or should have known that the warranties were false
2 and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles
3 sold and leased to Plaintiffs were designed to deactivate under real-world driving conditions, and
4 to emit oxides of nitrogen within legal limits only when undergoing emissions testing, and
5 therefore, knew that the emission systems contained defects.

6 2183. Plaintiffs reasonably relied on Fiat's and FCA's express warranties concerning
7 emissions when purchasing or leasing the Subject Vehicles. However, the Subject Vehicles did
8 not perform as warranted. Unbeknownst to Plaintiffs, the Subject Vehicles were designed to
9 pollute at higher than legal limits during normal driving and could not achieve advertised
10 performance and efficiency metrics without this cheating design. This design and the devices that
11 effectuate it are defects. Fiat and FCA therefore breached their express warranty by providing a
12 product containing defects that were never disclosed to Plaintiffs.

13 2184. Any opportunity to cure the express breach is unnecessary and futile.

14 2185. As a direct and proximate result of Fiat's and FCA's breach of express warranties,
15 the Plaintiffs suffered significant damages, and seek damages in an amount to be determined at
16 trial.

17 **BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**
18 **(N.M. Stat. §§ 55-2-314 and 55-2A-212)**
19

20 2186. Plaintiffs reallege and incorporate by reference all allegations of the preceding
21 paragraphs as though fully set forth herein.

22 2187. Plaintiffs, Louie Romero and Jacob Herron, Danny Quisenberry, Santiago and
23 Lorraine Romero, Mike Keenan, Frank Novelli, Michael Paul, (for the purpose of this section,
24 "Plaintiffs") bring this action on behalf of themselves against Fiat and FCA.

2188. Fiat and FCA were at all relevant times “merchants” with respect to motor vehicles under N.M. Stat. § 55-2-104(1) and “sellers” of motor vehicles under § 55-2-103(1)(d).

2189. With respect to leases, Fiat and FCA are and were at all relevant times “lessors” of motor vehicles under N.M. Stat. § 55-2A-103(1)(p).

2190. The Subject Vehicles are and were at all relevant times “goods” within the meaning of N.M. Stat. §§ 55-2-105(1) and 55-2A-103(1)(h).

2191. A warranty that the Subject Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law pursuant to N.M. Stat. §§ 55-2-314 and 55-2A-212.

2192. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject Vehicles were not in merchantable condition because their design violated state and federal laws. The Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and federal emission standards.

2193. Fiat’s and FCA’s breaches of the implied warranty of merchantability caused damage to Plaintiffs. The amount of damages due will be proven at trial.

33. New York

BREACH OF EXPRESS WARRANTY (N.Y. U.C.C. Law §§ 2-313 and 2A-210)

2194. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

2195. Plaintiffs, Arnold Construction Co., Inc., Bert Dodge, Danny Farrell, Dennis Tubridy, Donald Moore, Erick Lore, Henry Lawson, Jay Printup, John Lazore, John McGarry, Michael Balzhiser, Mike Blizinski, Peter Ammirati, Ray Falk, Don Lange, Gregory B.

1 Fenstermaker, Joe Elco, Lauren Steff, Norbert Kucharek, Timothy Rosenberg, Stephen Cimilluca,
 2 James Johnson & Michael Bolton, John A. Barone, Anthony Barbato, William J. Hoak, III, Donald
 3 Scales, Derick Gurney, Jose Mercado, Marcus Aaron Hemsley, Frank Fernandez, LaVerne Brace,
 4 Nocholas F. Baglio, Jimmy Schroeger, Thomas Newton, Thomas Castle, Jason A Puckett, Julie
 5 Staubach, Joseph Neault Jr., Ricky P. Poisson, Amy Fernandes, Louis Barbato, Robert Sisson,
 6 Ashleigh Webster, Robert Sivori, Jesse Stoddard, Jamie L. Day, Christopher M. Forsythe & Linsey
 7 M. Shelton, Scott Brophy, Marc Daquila & Melodye Eldeen, Christian Parker d/b/a Line Striping,
 8 Inc. , Reginaldo Medeiros, Paul Jefferson Rahaman, Jason & Rebecca Cornetto, Jason Brown, Ben
 9 Savino, Brent Ford, Daniel Acker, Daniel Thomas Ruttura, Jeffrey Mills, Sandra Lascano & Jaime
 10 Eugenio, Pete Pompa, Todd Ruttura, Carl Culbertson, Kathleen McCoy, Michael Schrader, (for
 11 the purpose of this section, “Plaintiffs”) bring this action on behalf of themselves against Fiat and
 12 FCA.

13 2196. Fiat and FCA are and were at all relevant times “merchants” with respect to motor
 14 vehicles under N.Y. UCC Law § 2-104(1) and “sellers” of motor vehicles under § 2-103(1)(d).

15 2197. With respect to leases, Fiat and FCA are and were all relevant times “lessors” of
 16 motor vehicles under N.Y. UCC Law § 2A-103(1)(p).

17 2198. The Subject Vehicles are and were at all relevant times “goods” within the meaning
 18 of N.Y. UCC Law §§ 2-105(1) and 2A-103(1)(h).

19 2199. Federal law requires manufacturers of light-duty vehicles to provide two federal
 20 emission control warranties: a “Performance Warranty” and a “Design and Defect Warranty.” The
 21 Performance Warranty applies to repairs that are required during the first two years or 24,000
 22 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain
 23 major emission control components are covered for the first eight years or 80,000 miles, whichever

1 comes first. These major emission control components subject to the longer warranty include the
2 catalytic converters, the electronic engine control unit (ECU), and the onboard emissions
3 diagnostic device or computer. The Design and Defect Warranty covers repair of emission control
4 or emission related parts which fail to function or function improperly due to a defect in materials
5 or workmanship. This warranty provides protection for two years or 24,000 miles, whichever
6 comes first, or, for the major emission control components, for eight years or 80,000 miles,
7 whichever comes first.

8 2200. Fiat and FCA provided these warranties to Plaintiffs. These warranties formed the
9 basis of the bargain that was reached when Plaintiffs purchased or leased their Subject Vehicles.

10 2201. However, Fiat and FCA knew or should have known that the warranties were false
11 and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles
12 sold and leased to Plaintiffs were designed to deactivate under real-world driving conditions, and
13 to emit oxides of nitrogen within legal limits only when undergoing emissions testing, and
14 therefore, knew that the emission systems contained defects.

15 2202. Plaintiffs reasonably relied on Fiat's and FCA's express warranties concerning
16 emissions when purchasing or leasing the Subject Vehicles. However, the Subject Vehicles did
17 not perform as warranted. Unbeknownst to Plaintiffs, the Subject Vehicles were designed to
18 pollute at higher than legal limits during normal driving and could not achieve advertised
19 performance and efficiency metrics without this cheating design. This design and the devices that
20 effectuate it are defects. Fiat and FCA therefore breached their express warranty by providing a
21 product containing defects that were never disclosed to Plaintiffs.

22 2203. Any opportunity to cure the express breach is unnecessary and futile.

23 2204. As a direct and proximate result of Fiat's and FCA's breach of express warranties,

1 Plaintiffs suffered significant damages, and seek damages in an amount to be determined at trial.

2 **BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**
 3 **(N.Y. U.C.C. Law §§ 2-314 and 2A-212)**
 4

5 2205. Plaintiffs reallege and incorporate by reference all allegations of the preceding
 6 paragraphs as though fully set forth herein.

7 2206. Plaintiffs, Arnold Construction Co., Inc., Bert Dodge, Danny Farrell, Dennis
 8 Tubridy, Donald Moore, Erick Lore, Henry Lawson, Jay Printup, John Lazore, John McGarry,
 9 Michael Balzhiser, Mike Blizinski, Peter Ammirati, Ray Falk, Don Lange, Gregory B.
 10 Fenstermaker, Joe Elco, Lauren Steff, Norbert Kucharek, Timothy Rosenberg, Stephen Cimilluca,
 11 James Johnson & Michael Bolton, John A. Barone, Anthony Barbato, William J. Hoak, III, Donald
 12 Scales, Derick Gurney, Jose Mercado, Marcus Aaron Hemsley, Frank Fernandez, LaVerne Brace,
 13 Nicholas F. Baglio, Jimmy Schroeger, Thomas Newton, Thomas Castle, Jason A Puckett, Julie
 14 Staubach, Joseph Neault Jr., Ricky P. Poisson, Amy Fernandes, Louis Barbato, Robert Sisson,
 15 Ashleigh Webster, Robert Sivori, Jesse Stoddard, Jamie L. Day, Christopher M. Forsythe & Linsey
 16 M. Shelton, Scott Brophy, Marc Daquila & Melodye Eldeen, Christian Parker d/b/a Line Striping,
 17 Inc. , Reginaldo Medeiros, Paul Jefferson Rahaman, Jason & Rebecca Cornetto, Jason Brown, Ben
 18 Savino, Brent Ford, Daniel Acker, Daniel Thomas Ruttura, Jeffrey Mills, Sandra Lascano & Jaime
 19 Eugenio, Pete Pompa, Todd Ruttura, Carl Culbertson, Kathleen McCoy, Michael Schrader, (for
 20 the purpose of this section, “Plaintiffs”) bring this action on behalf of themselves against Fiat and
 21 FCA.

22 2207. Fiat and FCA were at all relevant times “merchants” with respect to motor vehicles
 23 under N.Y. UCC Law § 2-104(1) and “sellers” of motor vehicles under § 2-103(1)(d).

24 2208. With respect to leases, Fiat and FCA are and were at all relevant times “lessors” of
 25 motor vehicles under N.Y. UCC Law § 2A-103(1)(p).

1 2209. The Subject Vehicles are and were at all relevant times “goods” within the meaning
2 of N.Y. UCC Law §§ 2-105(1) and 2A-103(1)(h).

3 2210. A warranty that the Subject Vehicles were in merchantable condition and fit for the
4 ordinary purpose for which vehicles are used is implied by law pursuant to N.Y. UCC Law §§ 2-
5 314 and 2A-212.

6 2211. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable
7 condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject
8 Vehicles were not in merchantable condition because their design violated state and federal laws.
9 The Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and
10 federal emission standards.

11 2212. Fiat’s and FCA’s breaches of the implied warranty of merchantability caused
12 damage to the Plaintiffs. The amount of damages due will be proven at trial.

13 **34. North Carolina**

14 **BREACH OF EXPRESS WARRANTY**
15 **(N.C. Gen. Stat. §§ 25-2-313 and 252A-210)**
16

17 2213. Plaintiffs reallege and incorporate by reference all preceding allegations as though
18 fully set forth herein.

19 2214. Plaintiffs, David Duncan, Donavin Auld, Jack Terry & Lee Todd, Jose Mejia, Kim
20 Hall, William Wheeler, Andrew Thomas, Harry Arthur Potter, Steven Phillip & Pamela Fulford
21 Krol, Ray Reynolds, Gus Demetriades, Kyle Schmitting & Kamile Kevliciute , Carl Lachance,
22 Brian Ellis, Tyrone & April Malambri, Donald Harrell, Calvin D. Burrus, III, Felix Orlando
23 Gonzales, Jr., Greg Cain, Colt W. Knight, Bryan Hastings and Jessica Bolling, Travis Lee
24 Campbell, Frederick B May, Kerrin Tomek, Kenneth Edward Fogle Jr, Robbie Kiss, Francis

1 Lukowski Jr., Jamison Stanley and Joli A. Elder, Allen Lewis Heffelbower, William Wiggins,
2 Laura Morgan, Tim Gorgan, Rodney Parr, Justin Chandler, Roxane Branz, Ariel Medrano, Debra
3 & Ronnie Creed, (for the purpose of this section, “Plaintiffs”) bring this action on behalf of
4 themselves against Fiat and FCA.

5 2215. Fiat and FCA are and were at all relevant times “merchants” with respect to motor
6 vehicles under N.C. Gen. Stat. § 25-2-104(1) and “sellers” of motor vehicles under § 25-2-
7 103(1)(d).

8 2216. With respect to leases, Fiat and FCA are and were all relevant times “lessors” of
9 motor vehicles under N.C. Gen. Stat. § 25-2A-103(1)(p).

10 2217. The Subject Vehicles are and were at all relevant times “goods” within the meaning
11 of N.C. Gen. Stat. § 25-2-105(1) and § 25-2A-103(1)(h).5.

12 2218. Federal law requires manufacturers of light-duty vehicles to provide two federal
13 emission control warranties: a “Performance Warranty” and a “Design and Defect Warranty.” The
14 Performance Warranty applies to repairs that are required during the first two years or 24,000
15 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain
16 major emission control components are covered for the first eight years or 80,000 miles, whichever
17 comes first. These major emission control components subject to the longer warranty include the
18 catalytic converters, the electronic engine control unit (ECU), and the onboard emissions
19 diagnostic device or computer. The Design and Defect Warranty covers repair of emission control
20 or emission related parts which fail to function or function improperly due to a defect in materials
21 or workmanship. This warranty provides protection for two years or 24,000 miles, whichever
22 comes first, or, for the major emission control components, for eight years or 80,000 miles,

1 whichever comes first.

2 2219. Fiat and FCA provided these warranties to Plaintiffs. These warranties formed the
3 basis of the bargain that was reached when Plaintiffs purchased or leased their Subject Vehicles.

4 2220. However, Fiat and FCA knew or should have known that the warranties were false
5 and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles
6 sold and leased to Plaintiffs were designed to deactivate under real-world driving conditions, and
7 to emit oxides of nitrogen within legal limits only when undergoing emissions testing, and
8 therefore, knew that the emission systems contained defects.

9 2221. Plaintiffs reasonably relied on Fiat's and FCA's express warranties concerning
10 emissions when purchasing or leasing the Subject Vehicles. However, the Subject Vehicles did
11 not perform as warranted. Unbeknownst to Plaintiffs, the Subject Vehicles were designed to
12 pollute at higher than legal limits during normal driving and could not achieve advertised
13 performance and efficiency metrics without this cheating design. This design and the devices that
14 effectuate it are defects. Fiat and FCA therefore breached their express warranty by providing a
15 product containing defects that were never disclosed to Plaintiffs.

16 2222. Any opportunity to cure the express breach is unnecessary and futile.

17 2223. As a direct and proximate result of Fiat's and FCA's breach of express warranties,
18 Plaintiffs suffered significant damages, and seek damages in an amount to be determined at trial.

19 **BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**
20 **(N.C. Gen. Stat. §§ 25-2-314 AND 252A-212)**
21
22

23 2224. Plaintiffs reallege and incorporate by reference all allegations of the preceding
24 paragraphs as though fully set forth herein.

2225. Plaintiffs, David Duncan, Donavin Auld, Jack Terry & Lee Todd, Jose Mejia, Kim Hall, William Wheeler, Andrew Thomas, Harry Arthur Potter, Steven Phillip & Pamela Fulford Krol, Ray Reynolds, Gus Demetriades, Kyle Schmitting & Kamile Kevliciute, Carl Lachance, Brian Ellis, Tyrone & April Malambri, Donald Harrell, Calvin D. Burrus, III, Felix Orlando Gonzales, Jr., Greg Cain, Colt W. Knight, Bryan Hastings and Jessica Bolling, Travis Lee Campbell, Frederick B May, Kerrin Tomek, Kenneth Edward Fogle Jr, Robbie Kiss, Francis Lukowski Jr., Jamison Stanley and Joli A. Elder, Allen Lewis Heffelbower, William Wiggins, Laura Morgan, Tim Gorgan, Rodney Parr, Justin Chandler, Roxane Branz, Ariel Medrano, Debra & Ronnie Creed, (for the purpose of this section, “Plaintiffs”) bring this action on behalf of themselves against Fiat and FCA.

2226. Fiat and FCA were at all relevant times “merchants” with respect to motor vehicles under N.C. Gen. Stat. § 25-2-104(1) and “sellers” of motor vehicles under § 25-2-103(1)(d).

2227. With respect to leases, Fiat and FCA are and were at all relevant times “lessors” of motor vehicles under N.C. Gen. Stat. § 25-2A-103(1)(p).

2228. The Subject Vehicles are and were at all relevant times “goods” within the meaning of N.C. Gen. Stat. § 25-2-105(1) and § 25-2A-103(1)(h).

2229. A warranty that the Subject Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law pursuant to N.C. Gen. Stat. § 25-2-314 and § 25-2A-212.

2230. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject Vehicles were not in merchantable condition because their design violated state and federal laws. The Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and

1 federal emission standards.

2 2231. Fiat's and FCA's breaches of the implied warranty of merchantability caused
3 damage to the Plaintiffs. The amount of damages due will be proven at trial.

4 **35. North Dakota**

5 **BREACH OF EXPRESS WARRANTY**
6 **(N.D. Cent. Code §§ 41-02-30 and 41-02.1-19)**
7

8 2232. Plaintiffs reallege and incorporate by reference all preceding allegations as though
9 fully set forth herein.

10 2233. Plaintiffs, Chris Samuelson, Clinton T. McKinney, Michael James Wolbert,
11 Vaughan Wooden, Lev Cooper, Steve J Mast, (for the purpose of this section, "Plaintiff") brings
12 this action on behalf of themselves against Fiat and FCA.

13 2234. Fiat and FCA are and were at all relevant times "merchants" with respect to motor
14 vehicles under N.D. Cent. Code § 41-02.04(3) and "sellers" of motor vehicles under § 41-02-
15 03(1)(d).

16 2235. With respect to leases, Fiat and FCA are and were all relevant times "lessors" of
17 motor vehicles under N.D. Cent. Code § 41-02.1-03(1)(p).

18 2236. The Subject Vehicles are and were at all relevant times "goods" within the meaning
19 of N.D. Cent. Code §§ 41-02-05(2) and 41-02.1-03(1)(h).

20 2237. Federal law requires manufacturers of light-duty vehicles to provide two federal
21 emission control warranties: a "Performance Warranty" and a "Design and Defect Warranty." The
22 Performance Warranty applies to repairs that are required during the first two years or 24,000
23 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain
24 major emission control components are covered for the first eight years or 80,000 miles, whichever
25 comes first. These major emission control components subject to the longer warranty include the

1 catalytic converters, the electronic engine control unit (ECU), and the onboard emissions
2 diagnostic device or computer. The Design and Defect Warranty covers repair of emission control
3 or emission related parts which fail to function or function improperly due to a defect in materials
4 or workmanship. This warranty provides protection for two years or 24,000 miles, whichever
5 comes first, or, for the major emission control components, for eight years or 80,000 miles,
6 whichever comes first.

7 2238. Fiat and FCA provided these warranties to Plaintiff. These warranties formed the
8 basis of the bargain that was reached when Plaintiff purchased or leased their Subject Vehicles.

9 2239. However, Fiat and FCA knew or should have known that the warranties were false
10 and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles
11 sold and leased to Plaintiffs were designed to deactivate under real-world driving conditions, and
12 to emit oxides of nitrogen within legal limits only when undergoing emissions testing, and
13 therefore, knew that the emission systems contained defects.

14 2240. Plaintiffs reasonably relied on Fiat's and FCA's express warranties concerning
15 emissions when purchasing or leasing the Subject Vehicles. However, the Subject Vehicles did
16 not perform as warranted. Unbeknownst to Plaintiffs, the Subject Vehicles were designed to
17 pollute at higher than legal limits during normal driving and could not achieve advertised
18 performance and efficiency metrics without this cheating design. This design and the devices that
19 effectuate it are defects. Fiat and FCA therefore breached their express warranty by providing a
20 product containing defects that were never disclosed to Plaintiffs.

21 2241. Any opportunity to cure the express breach is unnecessary and futile.

22 2242. As a direct and proximate result of Fiat's and FCA's breach of express warranties,
23 Plaintiff suffered significant damages, and seek damages in an amount to be determined at trial.

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(N.D. Cent. Code §§ 41-02-31 and 41-02.1-21)

2243. Plaintiffs reallege and incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

2244. Plaintiffs, Chris Samuelson, Clinton T. McKinney, Michael James Wolbert, Vaughan Wooden, Lev Cooper, Steve J Mast, (for the purpose of this section, “Plaintiff”) brings this action on behalf of themselves against Fiat and FCA.

2245. Fiat and FCA were at all relevant times “merchants” with respect to motor vehicles under N.D. Cent. Code § 41-02.04(3) and “sellers” of motor vehicles under § 41-02-03(1)(d).

2246. With respect to leases, Fiat and FCA are and were at all relevant times “lessors” of motor vehicles under N.D. Cent. Code § 41-02.1-03(1)(p).

2247. The Subject Vehicles are and were at all relevant times “goods” within the meaning of N.D. Cent. Code §§ 41-02-05(2) and 41-02.1-03(1)(h).

2248. A warranty that the Subject Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law pursuant to N.D. Cent. Code §§ 41-02-31 and 41-02.1-21.

2249. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject Vehicles were not in merchantable condition because their design violated state and federal laws. The Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and federal emission standards.

2250. Fiat’s and FCA’s breaches of the implied warranty of merchantability caused damage to Plaintiff. The amount of damages due will be proven at trial.

1 **36. Ohio**

2 **BREACH OF EXPRESS WARRANTY**
3 **(Ohio Rev. Code § 1302.26, *et seq.*) (U.C.C. §2-313))**
4

5 2251. Plaintiffs reallege and incorporate by reference all preceding allegations as though
6 fully set forth herein.

7 2252. Plaintiffs, Bill Bilicki, Gregory Erwin, Jordan Turske, Kimberly C. Miller, Robert
8 Redman, Ron Hayden & Ashley Suran, Carl Barber, Marc Hopton, Mike Morrison, Steve Young
9 d/b/a Wrecker One, Jason Reigelsperger, Scott McCrea, Ronda Stratton, Ryan Scott, John &
10 Shirley Hecker, Zachary Gordon, Jeffrey A. Stracensky, Robert Radel, Emily K. Blankenship,
11 Gary Smith, Shawn Patrick McNew, Todd Dana Strickland, Paul Gambrill, Donald and Kimberly
12 Schmit, Gregory Clendenin, Nathan Strahinic and Stacey Grafmeyer, Kevin P Brinkhoff, Thomas
13 and Jean Mikle, Bruce Ludlow, Richard Tomilson, Lawrence Fox, Harold Douglas Maynard, Mark
14 A. Shackelford, Nick DiGioia, Larry Dygert, Kody Willhelmi, (for the purpose of this section,
15 “Plaintiff”) brings this action on behalf of themselves against Fiat and FCA.

16 2253. Fiat and FCA are and were at all relevant times “merchants” with respect to motor
17 vehicles under Ohio Rev. Code §§ 1302.01(5) and 1310.01(A)(20), and “sellers” of motor vehicles
18 under § 1302.01(4).

19 2254. With respect to leases, Fiat and FCA are and were all relevant times “lessors” of
20 motor vehicles under Ohio Rev. Code § 1310.01(A)(20).

21 2255. The Subject Vehicles are and were at all relevant times “goods” within the meaning
22 of Ohio Rev. Code §§ 1302.01(8) and 1310.01(A)(8).

23 2256. Federal law requires manufacturers of light-duty vehicles to provide two federal

1 emission control warranties: a “Performance Warranty” and a “Design and Defect Warranty.” The
2 Performance Warranty applies to repairs that are required during the first two years or 24,000
3 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain
4 major emission control components are covered for the first eight years or 80,000 miles, whichever
5 comes first. These major emission control components subject to the longer warranty include the
6 catalytic converters, the electronic engine control unit (ECU), and the onboard emissions
7 diagnostic device or computer. The Design and Defect Warranty covers repair of emission control
8 or emission related parts which fail to function or function improperly due to a defect in materials
9 or workmanship. This warranty provides protection for two years or 24,000 miles, whichever
10 comes first, or, for the major emission control components, for eight years or 80,000 miles,
11 whichever comes first.

12 2257. Fiat and FCA provided these warranties to Plaintiff. These warranties formed the
13 basis of the bargain that was reached when Plaintiff purchased or leased their Subject Vehicles.

14 2258. However, Fiat and FCA knew or should have known that the warranties were false
15 and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles
16 sold and leased to Plaintiffs were designed to deactivate under real-world driving conditions, and
17 to emit oxides of nitrogen within legal limits only when undergoing emissions testing, and
18 therefore, knew that the emission systems contained defects.

19 2259. Plaintiffs reasonably relied on Fiat’s and FCA’s express warranties concerning
20 emissions when purchasing or leasing the Subject Vehicles. However, the Subject Vehicles did not
21 perform as warranted. Unbeknownst to Plaintiffs and the Ohio State Plaintiffs, the Subject
22 Vehicles were designed to pollute at higher than legal limits during normal driving and could not

1 achieve advertised performance and efficiency metrics without this cheating design. This design
 2 and the devices that effectuate it are defects. Fiat and FCA therefore breached their express
 3 warranty by providing a product containing defects that were never disclosed to Plaintiffs.

4 2260. Any opportunity to cure the express breach is unnecessary and futile.

5 2261. As a direct and proximate result of Fiat's and FCA's breach of express warranties,
 6 Plaintiff suffered significant damages, and seek damages in an amount to be determined at trial.

7 **BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**
 8 **(Ohio Rev. Code Ann. §§ 1302.27 and 1310.19)**
 9

10 2262. Plaintiffs reallege and incorporate by reference all allegations of the preceding
 11 paragraphs as though fully set forth herein.

12 2263. Plaintiffs, Bill Bilicki, Gregory Erwin, Jordan Turske, Kimberly C. Miller, Robert
 13 Redman, Ron Hayden & Ashley Suran, Carl Barber, Marc Hopton, Mike Morrison, Steve Young
 14 d/b/a Wrecker One, Jason Reigelsperger, Scott McCrea, Ronda Stratton, Ryan Scott, John &
 15 Shirley Hecker, Zachary Gordon, Jeffrey A. Stracensky, Robert Radel, Emily K. Blankenship,
 16 Gary Smith, Shawn Patrick McNew, Todd Dana Strickland, Paul Gambrill, Donald and Kimberly
 17 Schmit, Gregory Clendenin, Nathan Strahinic and Stacey Grafmeyer, Kevin P Brinkhoff, Thomas
 18 and Jean Mickle, Bruce Ludlow, Richard Tomilson, Lawrence Fox, Harold Douglas Maynard, Mark
 19 A. Shackelford, Nick DiGioia, Larry Dygert, Kody Willhelmi, (for the purpose of this section,
 20 "Plaintiff") brings this action on behalf of themselves against Fiat and FCA.

21 2264. Fiat and FCA were at all relevant times "merchants" with respect to motor vehicles
 22 under Ohio Rev. Code §§ 1302.01(5) and 1310.01(A)(20), and "sellers" of motor vehicles under
 23 § 1302.01(4).

24 2265. With respect to leases, Fiat and FCA are and were at all relevant times "lessors" of

1 motor vehicles under Ohio Rev. Code § 1310.01(A)(20).

2 2266. The Subject Vehicles are and were at all relevant times “goods” within the meaning
3 of Ohio Rev. Code §§ 1302.01(8) and 1310.01(A)(8).

4 2267. A warranty that the Subject Vehicles were in merchantable condition and fit for the
5 ordinary purpose for which vehicles are used is implied by law pursuant to Ohio Rev. Code §§
6 1302.27 and 1310.

7 2268. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable
8 condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject
9 Vehicles were not in merchantable condition because their design violated state and federal laws.
10 The Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and
11 federal emission standards.

12 2269. Fiat’s and FCA’s breaches of the implied warranty of merchantability caused
13 damage to Plaintiffs. The amount of damages due will be proven at trial.

14
15 **37. Oklahoma**

16 **BREACH OF EXPRESS WARRANTY**
17 **(Okla. Stat. Tit. 12A §§ 2-313 and 2A-210)**
18

19 2270. Plaintiffs reallege and incorporate by reference all preceding allegations as though
20 fully set forth herein.

21 2271. Plaintiffs, Clay Cooper, Don & Jackie Walker, Jimmy & Rene Flippen, John Lance,
22 Randy & Angie Reed, Rex Hale, Robert Theser, Timothy P. Woodson, Wade J. Lackey, Jason
23 Trotter, John Stork, Tony Hutchison, Angelo Huerta, Jeff Kays, Lloyd Howard, Gary & Tracy
24 McKeever, Steve E. & Sheryl Ridenour, Matthew Litterell, Kim Watson, Allen Wallis, Brent
25 Lavender, Adam Covington, Troy Atcheson, Lochland D. Jeffries, Willard and Corina Ragland,
26 Vince McBride, David Waltman, Garrett Dantzler, Josh and Amber Gwillim, Casamere and

1 William Creacy, Kris Kemper, Kristofferson and Lacey Blain, Dwayne Boggs, Thomas A
2 Edwards, Jeffery and Tracie Quine, Harold and Donna Imke, Tad and Stephanie Hamil, Tanner
3 Tibbets, Russell Kious, Jocko Vermillion, Michael Chandler, Gale & Retha Powell, Richard
4 Thomassom, Richard & Shelly Green, Charlie Elliot, Rickey Pittman, Raymond Russell, Blake
5 Byrne, Lawrence & Susan Swonger, (for the purpose of this section, “Plaintiff”) brings this action
6 on behalf of themselves against Fiat and FCA.

7 2272. Fiat and FCA are and were at all relevant times “merchants” with respect to motor
8 vehicles under Okla. Stat. Tit. 12A §§ 2-104(1) and 2-1103(3), and “sellers” of motor vehicles
9 under § 2A-103(1)(t).

10 2273. With respect to leases, Fiat and FCA are and were all relevant times “lessors” of
11 motor vehicles under Okla. Stat. Tit. 12A § 2A-103(1)(p).

12 2274. The Subject Vehicles are and were at all relevant times “goods” within the meaning
13 of Okla. Stat. Tit. 12A §§ 2-105(1) and 2A-103(1)(h).

14 2275. Federal law requires manufacturers of light-duty vehicles to provide two federal
15 emission control warranties: a “Performance Warranty” and a “Design and Defect Warranty.” The
16 Performance Warranty applies to repairs that are required during the first two years or 24,000
17 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain
18 major emission control components are covered for the first eight years or 80,000 miles, whichever
19 comes first. These major emission control components subject to the longer warranty include the
20 catalytic converters, the electronic engine control unit (ECU), and the onboard emissions
21 diagnostic device or computer. The Design and Defect Warranty covers repair of emission control
22 or emission related parts which fail to function or function improperly due to a defect in materials
23 or workmanship. This warranty provides protection for two years or 24,000 miles, whichever

1 comes first, or, for the major emission control components, for eight years or 80,000 miles,
2 whichever comes first.

3 2276. Fiat and FCA provided these warranties to Plaintiffs. These warranties formed the
4 basis of the bargain that was reached when Plaintiffs purchased or leased their Subject Vehicles.

5 2277. However, Fiat and FCA knew or should have known that the warranties were false
6 and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles
7 sold and leased to Plaintiffs were designed to deactivate under real-world driving conditions, and
8 to emit oxides of nitrogen within legal limits only when undergoing emissions testing, and
9 therefore, knew that the emission systems contained defects.

10 2278. Plaintiffs reasonably relied on Fiat's and FCA's express warranties concerning
11 emissions when purchasing or leasing the Subject Vehicles. However, the Subject Vehicles did
12 not perform as warranted. Unbeknownst to Plaintiff and the Oklahoma State Plaintiffs, the Subject
13 Vehicles were designed to pollute at higher than legal limits during normal driving, and could not
14 achieve advertised performance and efficiency metrics without this cheating design. This design
15 and the devices that effectuate it are defects. Fiat and FCA therefore breached their express
16 warranty by providing a product containing defects that were never disclosed to Plaintiffs.

17 2279. Any opportunity to cure the express breach is unnecessary and futile.

18 2280. As a direct and proximate result of Fiat's and FCA's breach of express warranties,
19 Plaintiffs suffered significant damages, and seek damages in an amount to be determined at trial.

20 **BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**
21 **(Okla. Stat. Tit. 12A §§ 2-314 and 2A-212)**
22

23 2281. Plaintiffs reallege and incorporate by reference all allegations of the preceding
24 paragraphs as though fully set forth herein.

25 2282. Plaintiffs, Clay Cooper, Don & Jackie Walker, Jimmy & Rene Flippen, John Lance,

1 Randy & Angie Reed, Rex Hale, Robert Theser, Timothy P. Woodson, Wade J. Lackey, Jason
2 Trotter, John Stork, Tony Hutchison, Angelo Huerta, Jeff Kays, Lloyd Howard, Gary & Tracy
3 McKeever, Steve E. & Sheryl Ridenour, Matthew Litterell, Kim Watson, Allen Wallis, Brent
4 Lavender, Adam Covington, Troy Atcheson, Lochland D. Jeffries, Willard and Corina Ragland,
5 Vince McBride, David Waltman, Garrett Dantzler, Josh and Amber Gwillim, Casamere and
6 William Creacy, Kris Kemper, Kristofferson and Lacey Blain, Dwayne Boggs, Thomas A
7 Edwards, Jeffery and Tracie Quine, Harold and Donna Imke, Tad and Stephanie Hamil, Tanner
8 Tibbets, Russell Kious, Jocko Vermillion, Michael Chandler, Gale & Retha Powell, Richard
9 Thomassom, Richard & Shelly Green, Charlie Elliot, Rickey Pittman, Raymond Russell, Blake
10 Byrne, Lawrence & Susan Swonger, (for the purpose of this section, “Plaintiff”) brings this action
11 on behalf of themselves against Fiat and FCA.

12 2283. Fiat and FCA were at all relevant times “merchants” with respect to motor vehicles
13 under Okla. Stat. Tit. 12A §§ 2-104(1) and 2-1103(3), and “sellers” of motor vehicles under § 2A-
14 103(1)(t).

15 2284. With respect to leases, Fiat and FCA are and were at all relevant times “lessors” of
16 motor vehicles under Okla. Stat. Tit. 12A § 2A-103(1)(p).

17 2285. The Subject Vehicles are and were at all relevant times “goods” within the meaning
18 of Okla. Stat. Tit. 12A §§ 2-105(1) and 2A-103(1)(h).

19 2286. A warranty that the Subject Vehicles were in merchantable condition and fit for the
20 ordinary purpose for which vehicles are used is implied by law pursuant to Okla. Stat. Tit. 12A §§
21 2-314 and 2A-212.

22 2287. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable
23 condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject

1 Vehicles were not in merchantable condition because their design violated state and federal laws.
 2 The Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and
 3 federal emission standards.

4 2288. Fiat's and FCA's breaches of the implied warranty of merchantability caused
 5 damage to Plaintiffs. The amount of damages due will be proven at trial.

6 **38. Oregon**

7 **BREACH OF EXPRESS WARRANTY** 8 **(Or. Rev. Stat. §§ 72.3130 and 72A.2100)** 9

10 2289. Plaintiffs reallege and incorporate by reference all preceding allegations as though
 11 fully set forth herein.

12 2290. Plaintiffs, David S. Wergen, Frank & Lisa Meyers, Kris A. Shepherd, Loren
 13 Heideman, Mark Seghetti d/b/a R&B Outdoors, Inc., Chuck McClaugherty, Daniel & Laura
 14 Zamora, Donald Wacek, Joey Lea & Mark McVane, Ben Doney, Scot Platko, Colton Warren
 15 Shannon, Wade Rodney Aylett, Crystal Lee Bonotto, Leo Karnowski Jr, Rodney Robinson, Steven
 16 and Jennifer Weir, Sam Rickey Richey, Mace McVay, Robert Troudt, Jimmy Lanz, Kurt Cundiff,
 17 Wade Kaseberg, Jeff & Cynthia Sullens, Kevin & Danyelle Ramsey, Tom & Shawn Wells, Jordan
 18 Smith, Tylor Cillione, (for the purpose of this section, "Plaintiffs") bring this action on behalf of
 19 themselves against Fiat and FCA.

20 2291. Fiat and FCA are and were at all relevant times "merchants" with respect to motor
 21 vehicles under Or. Rev. Stat. §§ 72.1040(1) and 72A.1030(1)(t), and "sellers" of motor vehicles
 22 under § 72.1030(1)(d).

23 2292. With respect to leases, Fiat and FCA are and were all relevant times "lessors" of
 24 motor vehicles under Or. Rev. Stat. § 72A.1030(1)(p).

25 2293. The Subject Vehicles are and were at all relevant times "goods" within the meaning

1 of Or. Rev. Stat. §§ 72.1050(1) and 72A.1030(1)(h).

2 2294. Federal law requires manufacturers of light-duty vehicles to provide two federal
3 emission control warranties: a “Performance Warranty” and a “Design and Defect Warranty.” The
4 Performance Warranty applies to repairs that are required during the first two years or 24,000
5 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain
6 major emission control components are covered for the first eight years or 80,000 miles, whichever
7 comes first. These major emission control components subject to the longer warranty include the
8 catalytic converters, the electronic engine control unit (ECU), and the onboard emissions
9 diagnostic device or computer. The Design and Defect Warranty covers repair of emission control
10 or emission related parts which fail to function or function improperly due to a defect in materials
11 or workmanship. This warranty provides protection for two years or 24,000 miles, whichever
12 comes first, or, for the major emission control components, for eight years or 80,000 miles,
13 whichever comes first.

14 2295. Fiat and FCA provided these warranties to Plaintiffs. These warranties formed the
15 basis of the bargain that was reached when Plaintiffs purchased or leased their Subject Vehicles.

16 2296. However, Fiat and FCA knew or should have known that the warranties were false
17 and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles
18 sold and leased to Plaintiffs were designed to deactivate under real-world driving conditions, and
19 to emit oxides of nitrogen within legal limits only when undergoing emissions testing, and
20 therefore, knew that the emission systems contained defects.

21 2297. Plaintiffs reasonably relied on Fiat’s and FCA’s express warranties concerning
22 emissions when purchasing or leasing the Subject Vehicles. However, the Subject Vehicles did
23 not perform as warranted. Unbeknownst to Plaintiffs and the Oregon State Plaintiffs, the Subject

Vehicles were designed to pollute at higher than legal limits during normal driving, and could not achieve advertised performance and efficiency metrics without this cheating design. This design and the devices that effectuate it are defects. Fiat and FCA therefore breached their express warranty by providing a product containing defects that were never disclosed to Plaintiffs.

2298. Any opportunity to cure the express breach is unnecessary and futile.

2299. As a direct and proximate result of Fiat's and FCA's breach of express warranties, Plaintiffs suffered significant damages, and seek damages in an amount to be determined at trial.

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(Or. Rev. Stat. § 72.3140 and 72A.2120)

2300. Plaintiffs reallege and incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

2301. Plaintiffs, David S. Wergen, Frank & Lisa Meyers, Kris A. Shepherd, Loren Heideman, Mark Seghetti d/b/a R&B Outdoors, Inc., Chuck McClaugherty, Daniel & Laura Zamora, Donald Wacek, Joey Lea & Mark McVane, Ben Doney, Scot Platko, Colton Warren Shannon, Wade Rodney Aylett, Crystal Lee Bonotto, Leo Karnowski Jr, Rodney Robinson, Steven and Jennifer Weir, Sam Rickey Richey, Mace McVay, Robert Troudt, Jimmy Lanz, Kurt Cundiff, Wade Kaseberg, Jeff & Cynthia Sullens, Kevin & Danyelle Ramsey, Tom & Shawn Wells, Jordan Smith, Tylor Cillione, (for the purpose of this section, "Plaintiffs") bring this action on behalf of themselves against Fiat and FCA.

2302. Fiat and FCA were at all relevant times "merchants" with respect to motor vehicles under Or. Rev. Stat. §§ 72.1040(1) and 72A.1030(1)(t), and "sellers" of motor vehicles under § 72.1030(1)(d).

1 2303. With respect to leases, Fiat and FCA are and were at all relevant times “lessors” of
2 motor vehicles under Or. Rev. Stat. § 72A.1030(1)(p).

3 2304. The Subject Vehicles are and were at all relevant times “goods” within the meaning
4 of Or. Rev. Stat. §§ 72.1050(1) and 72A.1030(1)(h).

5 2305. A warranty that the Subject Vehicles were in merchantable condition and fit for the
6 ordinary purpose for which vehicles are used is implied by law pursuant to Or. Rev. Stat. §§
7 72.3140 and 72A-2120.

8 2306. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable
9 condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject
10 Vehicles were not in merchantable condition because their design violated state and federal laws.
11 The Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and
12 federal emission standards.

13 2307. Fiat’s and FCA’s breaches of the implied warranty of merchantability caused
14 damage to the Plaintiffs. The amount of damages due will be proven at trial.

15 **39. Pennsylvania**

16 **BREACH OF EXPRESS WARRANTY**
17 **(13 PA. CONS. STAT. §§ 2313 and 2A210)**
18
19
20

21 2308. Plaintiffs reallege and incorporate by reference all preceding allegations as though
22 fully set forth herein.

23 2309. Plaintiffs, Terrance Piper, Jeffrey A. Michener, Jonathan Proctor, Ken G. Sharpe,
24 Morgan Green, Scott Fick, Thomas J. & Gilbert T. Madonna, Amy McCarthy, Bill Plagianakos,
25 Patti & Robert Fobia, Anthony Stockdale, Russell Griefff, Sarah Miller, George Anthony, Angeline

1 & Stephen Connaghan, Duane Gleason, Susan Burkland, Lee & Inna Halpert, Dean Kohanyi,
2 Richardo C. Calla, Travis Ray Burwell, Gregg Rafalco, Timothy Graham, Dawn Noll, Bernice and
3 Pete Greene, Loren K. Nye, Frank E II and Dolly Rae Baker, Dustin R Downing Jr, Matthew
4 Hoser, Mason Lauer, Martin Zueger, Thomas Nicholas Bezick, Robert Patterson Snyder, Larry E.
5 and Hazel A. Heeter, Troy Young, Michael Moreland, George A. Gunther, John Ball, Mark
6 Schultz, John Guarino, Jr., Kevin & Elaine Collier, Thomas Pisano, Aj Himmelsbach, Steve &
7 Mallory Wilson, Jay E. Fitzgerald, (for the purpose of this section, “Plaintiffs”) bring this action
8 on behalf of themselves against Fiat and FCA.

9 2310. Fiat and FCA are and were at all relevant times “merchants” with respect to motor
10 vehicles under 13 Pa. Cons. Stat. §§ 2104 and 2A103(a), and “sellers” of motor vehicles under §
11 2103(a).

12 2311. With respect to leases, Fiat and FCA are and were all relevant times “lessors” of
13 motor vehicles under 13 Pa. Cons. Stat. § 2A103(a).

14 2312. The Subject Vehicles are and were at all relevant times “goods” within the meaning
15 of 13 Pa. Cons. Stat. §§ 2105(a) and 2A103(a).

16 2313. Federal law requires manufacturers of light-duty vehicles to provide two federal
17 emission control warranties: a “Performance Warranty” and a “Design and Defect Warranty.” The
18 Performance Warranty applies to repairs that are required during the first two years or 24,000
19 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain
20 major emission control components are covered for the first eight years or 80,000 miles, whichever
21 comes first. These major emission control components subject to the longer warranty include the
22 catalytic converters, the electronic engine control unit (ECU), and the onboard emissions
23 diagnostic device or computer. The Design and Defect Warranty covers repair of emission control

1 or emission related parts which fail to function or function improperly due to a defect in materials
2 or workmanship. This warranty provides protection for two years or 24,000 miles, whichever
3 comes first, or, for the major emission control components, for eight years or 80,000 miles,
4 whichever comes first.

5 2314. Fiat and FCA provided these warranties to Plaintiffs. These warranties formed the
6 basis of the bargain that was reached when Plaintiffs purchased or leased their Subject Vehicles.

7 2315. However, Fiat and FCA knew or should have known that the warranties were false
8 and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles
9 sold and leased to Plaintiffs were designed to deactivate under real-world driving conditions, and
10 to emit oxides of nitrogen within legal limits only when undergoing emissions testing, and
11 therefore, knew that the emission systems contained defects.

12 2316. Plaintiffs reasonably relied on Fiat's and FCA's express warranties concerning
13 emissions when purchasing or leasing the Subject Vehicles. However, the Subject Vehicles did
14 not perform as warranted. Unbeknownst to Plaintiffs, the Subject Vehicles were designed to
15 pollute at higher than legal limits during normal driving, and could not achieve advertised
16 performance and efficiency metrics without this cheating design. This design and the devices that
17 effectuate it are defects. Fiat and FCA therefore breached their express warranty by providing a
18 product containing defects that were never disclosed to Plaintiffs.

19 2317. Any opportunity to cure the express breach is unnecessary and futile.

20 2318. As a direct and proximate result of Fiat's and FCA's breach of express warranties,
21 Plaintiffs suffered significant damages, and seek damages in an amount to be determined at trial.

22 **BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**
23 **(13 Pa. Cons. Stat. §§ 2314 and 2A212)**
24

25 2319. Plaintiffs reallege and incorporate by reference all allegations of the preceding

1 paragraphs as though fully set forth herein.

2 2320. Plaintiffs, Terrance Piper, Jeffrey A. Michener, Jonathan Proctor, Ken G. Sharpe,
3 Morgan Green, Scott Fick, Thomas J. & Gilbert T. Madonna, Amy McCarthy, Bill Plagianakos,
4 Patti & Robert Fobia, Anthony Stockdale, Russell Griefff, Sarah Miller, George Anthony, Angeline
5 & Stephen Connaghan, Duane Gleason, Susan Burkland, Lee & Inna Halpert, Dean Kohanyi,
6 Ricardo C. & Michelle Calla, Travis Ray Burwell, Gregg Rafalco, Timothy Graham, Dawn Noll,
7 Bernice and Pete Greene, Loren K. Nye, Frank E II and Dolly Rae Baker, Dustin R Downing Jr,
8 Matthew Hoser, Mason Lauer, Martin Zueger, Thomas Nicholas Bezick, Robert Patterson Snyder,
9 Larry E. and Hazel A. Heeter, Troy Young, Michael Moreland, George A. Gunther, John Ball,
10 Mark Schultz, John Guarino, Jr., Kevin & Elaine Collier, Thomas Pisano, Aj Himmelsbach, Steve
11 & Mallory Wilson, Jay E. Fitzgerald, (for the purpose of this section, “Plaintiffs”) bring this action
12 on behalf of themselves against Fiat and FCA.

13 2321. Fiat and FCA were at all relevant times “merchants” with respect to motor vehicles
14 under 13 Pa. Cons. Stat. §§ 2104 and 2A103(a), and “sellers” of motor vehicles under § 2103(a).

15 2322. With respect to leases, Fiat and FCA are and were at all relevant times “lessors” of
16 motor vehicles under 13 Pa. Cons. Stat. § 2A103(a).

17 2323. The Subject Vehicles are and were at all relevant times “goods” within the meaning
18 of 13 Pa. Cons. Stat. §§ 2105(a) and 2A103(a).

19 2324. A warranty that the Subject Vehicles were in merchantable condition and fit for the
20 ordinary purpose for which vehicles are used is implied by law pursuant to 13 Pa. Cons. Stat. §§
21 2314 and 2A212.

22 2325. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable
23 condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject

Vehicles were not in merchantable condition because their design violated state and federal laws. The Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and federal emission standards.

2326. Fiat's and FCA's breaches of the implied warranty of merchantability caused damage to the Plaintiffs. The amount of damages due will be proven at trial.

40. **Rhode Island**

**BREACH OF EXPRESS WARRANTY
(R.I. Gen. Laws §§ 6A-2-313 and 6A-2.1-210)**

2327. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

2328. Plaintiffs, Dennis Begin, Robert H. Retuer, (for the purpose of this section, "Plaintiffs") bring this action on behalf of themselves against Fiat and FCA.

2329. Fiat and FCA are and were at all relevant times "merchants" with respect to motor vehicles under R.I. Gen. Laws §§ 6A-2-104(1) and 6A-2.1-103(1)(t), and "sellers" of motor vehicles under § 6A-2-103(a)(4).

2330. With respect to leases, Fiat and FCA are and were all relevant times "lessors" of motor vehicles under R.I. Gen. Laws § 6A-2.1-103(1)(p).

2331. The Subject Vehicles are and were at all relevant times "goods" within the meaning of R.I. Gen. Laws §§ 6A-2-105(1) and 6A-2.1-103(1)(h).

2332. Federal law requires manufacturers of light-duty vehicles to provide two federal emission control warranties: a "Performance Warranty" and a "Design and Defect Warranty." The Performance Warranty applies to repairs that are required during the first two years or 24,000 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain major emission control components are covered for the first eight years or 80,000 miles, whichever

1 comes first. These major emission control components subject to the longer warranty include the
2 catalytic converters, the electronic engine control unit (ECU), and the onboard emissions
3 diagnostic device or computer. The Design and Defect Warranty covers repair of emission control
4 or emission related parts which fail to function or function improperly due to a defect in materials
5 or workmanship. This warranty provides protection for two years or 24,000 miles, whichever
6 comes first, or, for the major emission control components, for eight years or 80,000 miles,
7 whichever comes first.

8 2333. Fiat and FCA provided these warranties to the Plaintiffs. These warranties formed
9 the basis of the bargain that was reached when the Plaintiffs purchased or leased their Subject
10 Vehicles.

11 2334. However, Fiat and FCA knew or should have known that the warranties were false
12 and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles
13 sold and leased to the Plaintiffs were designed to deactivate under real-world driving conditions,
14 and to emit oxides of nitrogen within legal limits only when undergoing emissions testing, and
15 therefore, knew that the emission systems contained defects.

16 2335. The Plaintiffs reasonably relied on Fiat's and FCA's express warranties concerning
17 emissions when purchasing or leasing the Subject Vehicles. However, the Subject Vehicles did not
18 perform as warranted. Unbeknownst to the Plaintiffs, the Subject Vehicles were designed to pollute
19 at higher than legal limits during normal driving, and could not achieve advertised performance
20 and efficiency metrics without this cheating design. This design and the devices that effectuate it
21 are defects. Fiat and FCA therefore breached their express warranty by providing a product
22 containing defects that were never disclosed to the Plaintiffs.

23 2336. Any opportunity to cure the express breach is unnecessary and futile.

2337. As a direct and proximate result of Fiat's and FCA's breach of express warranties, the Plaintiffs suffered significant damages, and seek damages in an amount to be determined at trial.

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(R.I. Gen. Laws §§ 6A-2-314 and 6A-2.1-212)

2338. Plaintiffs reallege and incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

2339. Plaintiffs, Dennis Begin, Robert H. Reuter, (for the purpose of this section, "Plaintiffs") bring this action on behalf of themselves against Fiat and FCA.

2340. Fiat and FCA were at all relevant times "merchants" with respect to motor vehicles under R.I. Gen. Laws §§ 6A-2-104(1) and 6A-2.1-103(1)(t), and "sellers" of motor vehicles under § 6A-2-103(a)(4).

2341. With respect to leases, Fiat and FCA are and were at all relevant times "lessors" of motor vehicles under R.I. Gen. Laws § 6A-2.1-103(1)(p).

2342. The Subject Vehicles are and were at all relevant times "goods" within the meaning of R.I. Gen. Laws §§ 6A-2-105(1) and 6A-2.1-103(1)(h).

2343. A warranty that the Subject Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law pursuant to R.I. Gen. Laws §§ 6A-2-314 and 6A-2.1-212.

2344. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject Vehicles were not in merchantable condition because their design violated state and federal laws. The Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and federal emission standards.

1 2345. Fiat's and FCA's breaches of the implied warranty of merchantability caused
2 damage to the Plaintiffs. The amount of damages due will be proven at trial.

3 41. **South Carolina**

4 **BREACH OF EXPRESS WARRANTY**
5 **(S.C. Code §§ 36-2-313 and 36-2A-210)**
6

7 2346. Plaintiffs reallege and incorporate by reference all preceding allegations as though
8 fully set forth herein.

9 2347. Plaintiffs, Andrew Steele, Andrew Curtis & Mimi Elizabeth Reid, Christopher
10 Fehr, Danny Hill, James Fox, Jason Downs, Kimela Anne Bryant, Kurtis J. Melin, Patrick Hair &
11 Angelica Eller, Patrick Diggin, Matthew Deavers, Marko Seget, Matt Hersey, Kimberly S.
12 Henson, Joseph Newell, William Jones, (for the purpose of this section, "Plaintiffs") bring this
13 action on behalf of themselves against Fiat and FCA.

14 2348. Fiat and FCA are and were at all relevant times "merchants" with respect to motor
15 vehicles under S.C. Code §§ 36-2-104(1) and 36-2A-103(1)(t), and "sellers" of motor vehicles
16 under § 36-2-103(1)(d).

17 2349. With respect to leases, Fiat and FCA are and were all relevant times "lessors" of
18 motor vehicles under S.C. Code § 36-2A-103(1)(p).

19 2350. The Subject Vehicles are and were at all relevant times "goods" within the meaning
20 of S.C. Code §§ 36-2-105(1) and 36-2A-103(1)(h).

21 2351. Federal law requires manufacturers of light-duty vehicles to provide two federal
22 emission control warranties: a "Performance Warranty" and a "Design and Defect Warranty." The
23 Performance Warranty applies to repairs that are required during the first two years or 24,000

1 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain
2 major emission control components are covered for the first eight years or 80,000 miles, whichever
3 comes first. These major emission control components subject to the longer warranty include the
4 catalytic converters, the electronic engine control unit (ECU), and the onboard emissions
5 diagnostic device or computer. The Design and Defect Warranty covers repair of emission control
6 or emission related parts which fail to function or function improperly due to a defect in materials
7 or workmanship. This warranty provides protection for two years or 24,000 miles, whichever
8 comes first, or, for the major emission control components, for eight years or 80,000 miles,
9 whichever comes first.

10 2352. Fiat and FCA provided these warranties to Plaintiffs. These warranties formed the
11 basis of the bargain that was reached when Plaintiffs purchased or leased their Subject Vehicles.

12 2353. However, Fiat and FCA knew or should have known that the warranties were false
13 and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles
14 sold and leased to Plaintiffs were designed to deactivate under real-world driving conditions, and
15 to emit oxides of nitrogen within legal limits only when undergoing emissions testing, and
16 therefore, knew that the emission systems contained defects.

17 2354. Plaintiffs reasonably relied on Fiat's and FCA's express warranties concerning
18 emissions when purchasing or leasing the Subject Vehicles. However, the Subject Vehicles did
19 not perform as warranted. Unbeknownst to Plaintiffs, the Subject Vehicles were designed to
20 pollute at higher than legal limits during normal driving and could not achieve advertised
21 performance and efficiency metrics without this cheating design. This design and the devices that
22 effectuate it are defects. Fiat and FCA therefore breached their express warranty by providing a

1 product containing defects that were never disclosed to Plaintiffs.

2 2355. Any opportunity to cure the express breach is unnecessary and futile.

3 2356. As a direct and proximate result of Fiat's and FCA's breach of express warranties,
4 Plaintiffs suffered significant damages, and seek damages in an amount to be determined at trial.

5 **BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**
6 **(S.C. Code §§ 36-2-314 and 36-2A-212)**
7

8 2357. Plaintiffs reallege and incorporate by reference all allegations of the preceding
9 paragraphs as though fully set forth herein.

10 2358. Plaintiffs, Andrew Steele, Andrew Curtis & Mimi Elizabeth Reid, Christopher
11 Fehr, Danny Hill, James Fox, Jason Downs, Kimela Anne Bryant, Kurtis J. Melin, Patrick Hair &
12 Angelica Eller, Patrick Diggin, Matthew Deavers, Marko Seget, Matt Hersey, Kimberly S.
13 Henson, Joseph Newell, William Jones, (for the purpose of this section, "Plaintiffs") bring this
14 action on behalf of themselves against Fiat and FCA.

15 2359. Fiat and FCA were at all relevant times "merchants" with respect to motor vehicles
16 under S.C. Code §§ 36-2-104(1) and 36-2A-103(1)(t), and "sellers" of motor vehicles under § 36-
17 2-103(1)(d).

18 2360. With respect to leases, Fiat and FCA are and were at all relevant times "lessors" of
19 motor vehicles under S.C. Code § 36-2A-103(1)(p).

20 2361. The Subject Vehicles are and were at all relevant times "goods" within the meaning
21 of S.C. Code §§ 36-2-105(1) and 36-2A-103(1)(h).

22 2362. A warranty that the Subject Vehicles were in merchantable condition and fit for the
23 ordinary purpose for which vehicles are used is implied by law pursuant to S.C. Code §§ 36-2-
24 314 and 36-2A-212.

2363. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject Vehicles were not in merchantable condition because their design violated state and federal laws. The Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and federal emission standards.

2364. Fiat's and FCA's breaches of the implied warranty of merchantability caused damage to the Plaintiffs. The amount of damages due will be proven at trial.

42. **South Dakota**

**BREACH OF EXPRESS WARRANTY
(S.D. Codified Laws §§ 57A-2-313 and 57A-2A-210)**

2365. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

2366. Plaintiffs, Chad Kaltenbach, Mike Stevens, Randy Sturzenbecher, Jon Elsasser, Scot Jones, John Henglefeld, Benjamin & Amanda Brown, Tim McGriff, Nicolas Klein, (for the purpose of this section, "Plaintiffs") bring this action on behalf of themselves against Fiat and FCA.

2367. Fiat and FCA are and were at all relevant times "merchants" with respect to motor vehicles under S.D. Codified Laws §§ 57A-104(1) and 57A-2A-103(1)(t), and "sellers" of motor vehicles under § 57A-104(1)(d).

2368. With respect to leases, Fiat and FCA are and were all relevant times "lessors" of motor vehicles under S.D. Codified Laws § 57A-2A-103(1)(p).

2369. The Subject Vehicles are and were at all relevant times "goods" within the meaning of S.D. Codified Laws §§ 57A-2-105(1) and 57A-2A-103(1)(h).

2370. Federal law requires manufacturers of light-duty vehicles to provide two federal

1 emission control warranties: a “Performance Warranty” and a “Design and Defect Warranty.” The
2 Performance Warranty applies to repairs that are required during the first two years or 24,000
3 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain
4 major emission control components are covered for the first eight years or 80,000 miles, whichever
5 comes first. These major emission control components subject to the longer warranty include the
6 catalytic converters, the electronic engine control unit (ECU), and the onboard emissions
7 diagnostic device or computer. The Design and Defect Warranty covers repair of emission control
8 or emission related parts which fail to function or function improperly due to a defect in materials
9 or workmanship. This warranty provides protection for two years or 24,000 miles, whichever
10 comes first, or, for the major emission control components, for eight years or 80,000 miles,
11 whichever comes first.

12 2371. Fiat and FCA provided these warranties to Plaintiffs. These warranties formed the
13 basis of the bargain that was reached when Plaintiffs purchased or leased their Subject Vehicles.

14 2372. However, Fiat and FCA knew or should have known that the warranties were false
15 and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles
16 sold and leased to Plaintiffs were designed to deactivate under real-world driving conditions, and
17 to emit oxides of nitrogen within legal limits only when undergoing emissions testing, and
18 therefore, knew that the emission systems contained defects.

19 2373. Plaintiffs reasonably relied on Fiat’s and FCA’s express warranties concerning
20 emissions when purchasing or leasing the Subject Vehicles. However, the Subject Vehicles did
21 not perform as warranted. Unbeknownst to Plaintiffs, the Subject Vehicles were designed to
22 pollute at higher than legal limits during normal driving, and could not achieve advertised
23 performance and efficiency metrics without this cheating design. This design and the devices that

1 effectuate it are defects. Fiat and FCA therefore breached their express warranty by providing a
2 product containing defects that were never disclosed to Plaintiffs.

3 2374. Any opportunity to cure the express breach is unnecessary and futile.

4 2375. As a direct and proximate result of Fiat's and FCA's breach of express warranties,
5 Plaintiffs suffered significant damages, and seek damages in an amount to be determined at trial.

6 **BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**

7 (S.D. Codified Laws §§ 57A-2-314 and 57A-2A-212)

8
9 2376. Plaintiffs reallege and incorporate by reference all allegations of the preceding
10 paragraphs as though fully set forth herein.

11 2377. Plaintiffs, Chad Kaltenbach, Mike Stevens, Randy Sturzenbecher, Jon Elsasser,
12 Scot Jones, John Henglefeld, Benjamin & Amanda Brown, Tim McGriff, Nicolas Klein, (for the
13 purpose of this section, "Plaintiffs") bring this action on behalf of themselves against Fiat and
14 FCA.

15 2378. Fiat and FCA were at all relevant times "merchants" with respect to motor vehicles
16 under S.D. Codified Laws §§ 57A-104(1) and 57A-2A-103(1)(t), and "sellers" of motor vehicles
17 under § 57A-104(1)(d).

18 2379. With respect to leases, Fiat and FCA are and were at all relevant times "lessors" of
19 motor vehicles under S.D. Codified Laws § 57A-2A-103(1)(p).

20 2380. The Subject Vehicles are and were at all relevant times "goods" within the meaning
21 of S.D. Codified Laws §§ 57A-2-105(1) and 57A-2A-103(1)(h).

22 2381. A warranty that the Subject Vehicles were in merchantable condition and fit for the
23 ordinary purpose for which vehicles are used is implied by law pursuant to S.D. Codified Laws §§
24 57A-2-314 and 57A-2A-212.

25 2382. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable

1 condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject
 2 Vehicles were not in merchantable condition because their design violated state and federal laws.
 3 The Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and
 4 federal emission standards.

5 2383. Fiat's and FCA's breaches of the implied warranty of merchantability caused
 6 damage to the Plaintiffs. The amount of damages due will be proven at trial.

7 43. **Tennessee**

8 **BREACH OF EXPRESS WARRANTY**
 9 **(Tenn. Code §§ 47-2-313 and 47-2A-210)**
 10

11 2384. Plaintiffs reallege and incorporate by reference all preceding allegations as though
 12 fully set forth herein.

13 2385. Plaintiffs, Deborah & Calvin Stafford, Richard Bradley, Thomas Kosinski, Alan
 14 Wright, Nathan Dakota Hale, Blenda Bowman, Christopher Vigil, Greg Gaskins, Kent Hall,
 15 Nathan Townsend, Mike Shelton, Matthew Swanson, Joseph McGee, Clinton and Sadie Etheridge,
 16 Mark Schumaker, Roger Parker, Robert Lloyd Senter, Terrie Peay (for the purpose of this section,
 17 "Plaintiffs") bring this action on behalf of themselves against Fiat and FCA.

18 2386. Fiat and FCA are and were at all relevant times "merchants" with respect to motor
 19 vehicles under Tenn. Code §§ 47-2-104(1) and 47-2A-103(1)(t), and "sellers" of motor vehicles
 20 under § 47-2-103(1)(d).

21 2387. With respect to leases, Fiat and FCA are and were all relevant times "lessors" of
 22 motor vehicles under Tenn. Code § 47-2A-103(1)(p).

23 2388. The Subject Vehicles are and were at all relevant times "goods" within the meaning
 24 of Tenn. Code §§ 47-2-105(1) and 47-2A-103(1)(h).

25 2389. Federal law requires manufacturers of light-duty vehicles to provide two federal

1 emission control warranties: a “Performance Warranty” and a “Design and Defect Warranty.” The
2 Performance Warranty applies to repairs that are required during the first two years or 24,000
3 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain
4 major emission control components are covered for the first eight years or 80,000 miles, whichever
5 comes first. These major emission control components subject to the longer warranty include the
6 catalytic converters, the electronic engine control unit (ECU), and the onboard emissions
7 diagnostic device or computer. The Design and Defect Warranty covers repair of emission control
8 or emission related parts which fail to function or function improperly due to a defect in materials
9 or workmanship. This warranty provides protection for two years or 24,000 miles, whichever
10 comes first, or, for the major emission control components, for eight years or 80,000 miles,
11 whichever comes first.

12 2390. Fiat and FCA provided these warranties to Plaintiffs. These warranties formed the
13 basis of the bargain that was reached when Plaintiffs purchased or leased their Subject Vehicles.

14 2391. However, Fiat and FCA knew or should have known that the warranties were false
15 and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles
16 sold and leased to Plaintiffs were designed to deactivate under real-world driving conditions, and
17 to emit oxides of nitrogen within legal limits only when undergoing emissions testing, and
18 therefore, knew that the emission systems contained defects.

19 2392. Plaintiffs reasonably relied on Fiat’s and FCA’s express warranties concerning
20 emissions when purchasing or leasing the Subject Vehicles. However, the Subject Vehicles did
21 not perform as warranted. Unbeknownst to Plaintiffs, the Subject Vehicles were designed to
22 pollute at higher than legal limits during normal driving, and could not achieve advertised
23 performance and efficiency metrics without this cheating design. This design and the devices that

1 effectuate it are defects. Fiat and FCA therefore breached their express warranty by providing a
2 product containing defects that were never disclosed to Plaintiffs.

3 2393. Any opportunity to cure the express breach is unnecessary and futile.

4 2394. As a direct and proximate result of Fiat's and FCA's breach of express warranties,
5 Plaintiffs suffered significant damages, and seek damages in an amount to be determined at trial.

6 **BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**
7 **(Tenn. Code §§ 47-2-314 and 47-2A-212)**
8
9

10 2395. Plaintiffs reallege and incorporate by reference all allegations of the preceding
11 paragraphs as though fully set forth herein.

12 2396. Plaintiffs, Deborah & Calvin Stafford, Richard Bradley, Thomas Kosinski, Alan
13 Wright, Nathan Dakota Hale, Blenda Bowman, Christopher Vigil, Greg Gaskins, Kent Hall,
14 Nathan Townsend, Mike Shelton, Matthew Swanson, Joseph McGee, Clinton and Sadie Etheridge,
15 Mark Schumaker, Roger Parker, Robert Lloyd Senter, Terrie Peay (for the purpose of this section,
16 "Plaintiffs") bring this action on behalf of themselves against Fiat and FCA.

17 2397. Fiat and FCA were at all relevant times "merchants" with respect to motor vehicles
18 under Tenn. Code §§ 47-2-104(1) and 47-2A-103(1)(t), and "sellers" of motor vehicles under §
19 47-2-103(1)(d).

20 2398. With respect to leases, Fiat and FCA are and were at all relevant times "lessors" of
21 motor vehicles under Tenn. Code § 47-2A-103(1)(p).

22 2399. The Subject Vehicles are and were at all relevant times "goods" within the meaning
23 of Tenn. Code §§ 47-2-105(1) and 47-2A-103(1)(h).

2400. A warranty that the Subject Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law pursuant to Tenn. Code §§ 47-2-314 and 47-2A-212.

2401. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject Vehicles were not in merchantable condition because their design violated state and federal laws. The Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and federal emission standards.

2402. Fiat's and FCA's breaches of the implied warranty of merchantability caused damage to the Plaintiffs. The amount of damages due will be proven at trial.

44. Texas

BREACH OF EXPRESS WARRANTY (Tex. Bus. & Com. Code §§ 2.313 and 2A.210)

2403. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

2404. Plaintiffs, Alec Beard, Carl Lucci Wilburn, Michael Roberts, Larry Thompson, Lawrence Gonzales, Dave Schulien, David Jones, Edward Fosnight, Gary Tripp, Gary Adams, Gerald Richmond, Jeff Vance, Jeffrey Irwin, Joshua Sigmon, Kenneth D. Elliot, Lucas Lopez, Manuel Lopez Garcia, Michael Rene Hollenbaugh, Randall Moody, Reese Howell, Robert Pickering, Sergio Lopez, Shawn J. Austin, Sherman Barnett d/b/a Rides Auto Group, Tim Fowler, William Gray, Zachary Theobald, Brandon and Haley Buckmaster, David Allen Bradshaw, Maggie Phipps, Jerry Fortenberry, Jimmy D. King, Marcus Carlock, James and Nichole Potts, Russell Cash, Casey Barton, Coleman Sessums, Michael Werner, Gene C. Brown, Jr., Duane

1 Whitus, Andrew Moran, Scott Perry, Bryan Jones, Mario Maltez, Jr., Saleh Sal, John Horner,
 2 Benjamin Tester, Dwayne Hunter, John Lemelle, Cory Estelle, Eric Karcher, Kenneth Trent Paris,
 3 William and Kimberly Mayes, Alan Ostermiller, Ruben Luevanos, George Henry, Don Merriman
 4 d/b/a Don-Sandy, LLC, Richard Holbach, Richard Robinson, Edward Roland Hill, III, Andrew
 5 Johnson, Mark Spaugh, Ricardo Abraham Soto, Amanda Dwyer, Chris Breaux, Christopher Fox,
 6 Matthew Kyle, Robert Durante, Casey Wheeler, David Jarzamski, Gaersen Bailey, Michael
 7 Burkhart, Santiago Deleon, Casey Perry, Landin Longtin, Scott Reeves, Edward Constantinescu,
 8 Robert Durante, Christopher Vigil, Luke D. Knighten, Justin and Chelsey Leasman, Joshua Berna,
 9 Robert McMichael, Michael Gunderson, William Ryan, Christopher Lewis, Richard Randolph,
 10 William Thomas Hunt, Scott Johnson, Andrew Defayette, Karen Gilcrease, William Thomas Hunt,
 11 Lindsay Elizabeth Weaver, Kenneth Kana, Patrick McCraw, Stephen Watson, Jenner Jones,
 12 Brandon Redmon, Brandon Redmon, John Prinz, Larry Alan Powles, Richard Eugene Brown,
 13 Michael Potts, Mark Madden, Tony Choi, Joshua Gillespie, Eder Acosta, Lauren Leigh Brehm,
 14 Thomas and Tammy Samford, Matthew Reese, Douglas B. McLaughlin, Regina Patricia Sanchez,
 15 Tomas Contreras, Brandon Coates, Christopher Fox, Michael Johnson, Lorie Neal, David Sweet,
 16 Tyler Milton, Robert S. McKee, Aaron and Lindsay Horn, Gerald Roux, John Jackson, Ashton
 17 and Christina Pace, Ashton and Christina Pace, Billy Oliver, Zachary Oliver, Darrel C. Caldwell,
 18 Bobby and Petty Harris, Eli McClain, Joseph Weis, Robert Smith, Elizabeth Roland, Carl
 19 Caughman, Jay Setchell, David G Mosby, Jose Vicente Pinto, Michael Milich, Mike Tuner,
 20 Michael & Vanetta Mund, Alan Macchi, Gustavo Pina, Rick Cruz, John Adams, Audie Proctor,
 21 Ricky Fields, Frank Costanzo, James Forwood, Carissamae Frederick, Terrence O'Brien, Leslie
 22 Charles Tabor, John Gonzalez, Roberto Martinez, Collin Hale, Ignatius & Clara Gladek, Joseph
 23 A. Reynolds, Michael Danielson, Jackie Brewer, Robert Zielinski, Carlos Cantu, Jody Simpson &

1 Leann Aills, Jim Leavelle, Michael Miller, Brian Brown, Robert Lionel, Brad Smith (for the
2 purpose of this section, “Plaintiffs”) bring this action on behalf of themselves against Fiat and
3 FCA.

4 2405. Fiat and FCA are and were at all relevant times “merchants” with respect to motor
5 vehicles under Tex. Bus. & Com. Code § 2.104(1) and 2A.103(a)(20), and “sellers” of motor
6 vehicles under § 2.103(a)(4).

7 2406. With respect to leases, Fiat and FCA are and were all relevant times “lessors” of
8 motor vehicles under Tex. Bus. & Com. Code § 2A.103(a)(16).

9 2407. The Subject Vehicles are and were at all relevant times “goods” within the meaning
10 of Tex. Bus. & Com. Code §§ 2.105(a) and 2A.103(a)(8).

11 2408. Federal law requires manufacturers of light-duty vehicles to provide two federal
12 emission control warranties: a “Performance Warranty” and a “Design and Defect Warranty.” The
13 Performance Warranty applies to repairs that are required during the first two years or 24,000
14 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain
15 major emission control components are covered for the first eight years or 80,000 miles, whichever
16 comes first. These major emission control components subject to the longer warranty include the
17 catalytic converters, the electronic engine control unit (ECU), and the onboard emissions
18 diagnostic device or computer. The Design and Defect Warranty covers repair of emission control
19 or emission related parts which fail to function or function improperly due to a defect in materials
20 or workmanship. This warranty provides protection for two years or 24,000 miles, whichever
21 comes first, or, for the major emission control components, for eight years or 80,000 miles,
22 whichever comes first.

23 2409. Fiat and FCA provided these warranties to Plaintiffs. These warranties formed the

1 basis of the bargain that was reached when Plaintiffs purchased or leased their Subject Vehicles.

2 2410. However, Fiat and FCA knew or should have known that the warranties were false
3 and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles
4 sold and leased to Plaintiffs were designed to deactivate under real-world driving conditions, and
5 to emit oxides of nitrogen within legal limits only when undergoing emissions testing, and
6 therefore, knew that the emission systems contained defects.

7 2411. Plaintiffs reasonably relied on Fiat's and FCA's express warranties concerning
8 emissions when purchasing or leasing the Subject Vehicles. However, the Subject Vehicles did not
9 perform as warranted. Unbeknownst to Plaintiffs, the Subject Vehicles were designed to pollute at
10 higher than legal limits during normal driving, and could not achieve advertised performance and
11 efficiency metrics without this cheating design. This design and the devices that effectuate it are
12 defects. Fiat and FCA therefore breached their express warranty by providing a product containing
13 defects that were never disclosed to Plaintiffs.

14 2412. Any opportunity to cure the express breach is unnecessary and futile.

15 2413. As a direct and proximate result of Fiat's and FCA's breach of express warranties,
16 Plaintiffs suffered significant damages, and seek damages in an amount to be determined at trial.

17 **BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**
18 **(Tex. Bus. & Com. Code §§ 2.314 and 2A.212)**
19

20 2414. Plaintiffs reallege and incorporate by reference all allegations of the preceding
21 paragraphs as though fully set forth herein.

22 2415. Plaintiffs, Alec Beard, Carl Lucci Wilburn, Michael Roberts, Larry Thompson,
23 Lawrence Gonzales, Dave Schulien, David Jones, Edward Fosnight, Gary Tripp, Gary Adams,
24 Gerald Richmond, Jeff Vance, Jeffrey Irwin, Joshua Sigmon, Kenneth D. Elliot, Lucas Lopez,
25 Manuel Lopez Garcia, Michael Rene Hollenbaugh, Randall Moody, Reese Howell, Robert

1 Pickering, Sergio Lopez, Shawn J. Austin, Sherman Barnett d/b/a Rides Auto Group, Tim Fowler,
 2 William Gray, Zachary Theobald, Brandon and Haley Buckmaster, David Allen Bradshaw,
 3 Maggie Phipps, Jerry Fortenberry, Jimmy D. King, Marcus Carlock, James and Nichole Potts,
 4 Russell Cash, Casey Barton, Coleman Sessums, Michael Werner, Gene C. Brown, Jr., Duane
 5 Whitus, Andrew Moran, Scott Perry, Bryan Jones, Mario Maltez, Jr., Saleh Sal, John Horner,
 6 Benjamin Tester, Dwayne Hunter, John Lemelle, Cory Estelle, Eric Karcher, Kenneth Trent Paris,
 7 William and Kimberly Mayes, Alan Ostermiller, Ruben Luevanos, George Henry, Don Merriman
 8 d/b/a Don-Sandy, LLC, Richard Holbach, Richard Robinson, Edward Roland Hill, III, Andrew
 9 Johnson, Mark Spaugh, Ricardo Abraham Soto, Amanda Dwyer, Chris Breau, Christopher Fox,
 10 Matthew Kyle, Robert Durante, Casey Wheeler, David Jarzamski, Gaersen Bailey, Michael
 11 Burkhart, Santiago Deleon, Casey Perry, Landin Longtin, Scott Reeves, Edward Constantinescu,
 12 Robert Durante, Christopher Vigil, Luke D. Knighten, Justin and Chelsey Leasman, Joshua Berna,
 13 Robert McMichael, Michael Gunderson, William Ryan, Christopher Lewis, Richard Randolph,
 14 William Thomas Hunt, Scott Johnson, Andrew Defayette, Karen Gilcrease, William Thomas Hunt,
 15 Lindsay Elizabeth Weaver, Kenneth Kana, Patrick McCraw, Stephen Watson, Jenner Jones,
 16 Brandon Redmon, Brandon Redmon, John Prinz, Larry Alan Powles, Richard Eugene Brown,
 17 Michael Potts, Mark Madden, Tony Choi, Joshua Gillespie, Eder Acosta, Lauren Leigh Brehm,
 18 Thomas and Tammy Samford, Matthew Reese, Douglas B. McLaughlin, Regina Patricia Sanchez,
 19 Tomas Contreras, Brandon Coates, Christopher Fox, Michael Johnson, Lorie Neal, David Sweet,
 20 Tyler Milton, Robert S. McKee, Aaron and Lindsay Horn, Gerald Roux, John Jackson, Ashton
 21 and Christina Pace, Ashton and Christina Pace, Billy Oliver, Zachary Oliver, Darrel C. Caldwell,
 22 Bobby and Petty Harris, Eli McClain, Joseph Weis, Robert Smith, Elizabeth Roland, Carl
 23 Caughman, Jay Setchell, David G Mosby, Jose Vicente Pinto, Michael Milich, Mike Tuner,

1 Michael & Vanetta Mund, Alan Macchi, Gustavo Pina, Rick Cruz, John Adams, Audie Proctor,
2 Ricky Fields, Frank Costanzo, James Forwood, Carissamae Frederick, Terrence O'Brien, Leslie
3 Charles Tabor, John Gonzalez, Roberto Martinez, Collin Hale, Ignatius & Clara Gladek, Joseph
4 A. Reynolds, Michael Danielson, Jackie Brewer, Robert Zielinski, Carlos Cantu, Jody Simpson &
5 Leann Aills, Jim Leavelle, Michael Miller, Brian Brown, Robert Lionel, Robert Smith (for the
6 purpose of this section, "Plaintiffs") bring this action on behalf of themselves against Fiat and
7 FCA.

8 2416. Fiat and FCA were at all relevant times "merchants" with respect to motor vehicles
9 under Tex. Bus. & Com. Code § 2.104(1) and 2A.103(a)(20), and "sellers" of motor vehicles under
10 § 2.103(a)(4).

11 2417. With respect to leases, Fiat and FCA are and were at all relevant times "lessors" of
12 motor vehicles under Tex. Bus. & Com. Code § 2A.103(a)(16).

13 2418. The Subject Vehicles are and were at all relevant times "goods" within the meaning
14 of Tex. Bus. & Com. Code §§ 2.105(a) and 2A.103(a)(8).

15 2419. A warranty that the Subject Vehicles were in merchantable condition and fit for the
16 ordinary purpose for which vehicles are used is implied by law pursuant to Tex. Bus. & Com.
17 Code §§ 2.314 and 2A.212.

18 2420. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable
19 condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject
20 Vehicles were not in merchantable condition because their design violated state and federal laws
21 The Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and
22 federal emission standards.

23 2421. Fiat's and FCA's breaches of the implied warranty of merchantability caused

1 damage to the Plaintiffs. The amount of damages due will be proven at trial.

2 **45. Utah**

3 **BREACH OF EXPRESS WARRANTY**
 4 **(Utah Code Ann. §§ 70A-2-313 and 70A-2A-210)**
 5

6 2422. Plaintiffs reallege and incorporate by reference all preceding allegations as though
 7 fully set forth herein.

8 2423. Plaintiffs, Marie & Verl Robbins, Teaguer Terrell, Nick Butters, Howard James
 9 Garel, Robert Morris, Gary Riddle, Mack William and Debra Ann Nowlin, Cesar H Nunez, Bill
 10 Sorensen, Sherry Greathouse, Larry Rasband (for the purpose of this section, “Plaintiff”) brings
 11 this action on behalf of themselves against Fiat and FCA.

12 2424. Fiat and FCA are and were at all relevant times “merchants” with respect to motor
 13 vehicles under Utah Code § 70A-2-104(1) and 70A-2a-103(1)(t), and “sellers” of motor vehicles
 14 under § 70A-2-103(1)(d).

15 2425. With respect to leases, Fiat and FCA are and were all relevant times “lessors” of
 16 motor vehicles under Utah Code § 70A-2a-103(1)(p). 1234. The Subject Vehicles are and were at
 17 all relevant times “goods” within the meaning of Utah Code §§ 70A-2-105(1) and 70A-2a-
 18 103(1)(h).

19 2426. Federal law requires manufacturers of light-duty vehicles to provide two federal
 20 emission control warranties: a “Performance Warranty” and a “Design and Defect Warranty.” The
 21 Performance Warranty applies to repairs that are required during the first two years or 24,000
 22 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain
 23 major emission control components are covered for the first eight years or 80,000 miles, whichever

1 comes first. These major emission control components subject to the longer warranty include the
2 catalytic converters, the electronic engine control unit (ECU), and the onboard emissions
3 diagnostic device or computer. The Design and Defect Warranty covers repair of emission control
4 or emission related parts which fail to function or function improperly due to a defect in materials
5 or workmanship. This warranty provides protection for two years or 24,000 miles, whichever
6 comes first, or, for the major emission control components, for eight years or 80,000 miles,
7 whichever comes first.

8 2427. Fiat and FCA provided these warranties to Plaintiff. These warranties formed the
9 basis of the bargain that was reached when Plaintiff purchased or leased their Subject Vehicles.

10 2428. However, Fiat and FCA knew or should have known that the warranties were false
11 and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles
12 sold and leased to Plaintiff were designed to deactivate under real-world driving conditions, and
13 to emit oxides of nitrogen within legal limits only when undergoing emissions testing, and
14 therefore, knew that the emission systems contained defects.

15 2429. Plaintiffs reasonably relied on Fiat's and FCA's express warranties concerning
16 emissions when purchasing or leasing the Subject Vehicles. However, the Subject Vehicles did not
17 perform as warranted. Unbeknownst to Plaintiffs, the Subject Vehicles were designed to pollute at
18 higher than legal limits during normal driving, and could not achieve advertised performance and
19 efficiency metrics without this cheating design. This design and the devices that effectuate it are
20 defects. Fiat and FCA therefore breached their express warranty by providing a product containing
21 defects that were never disclosed to Plaintiffs.

22 2430. Any opportunity to cure the express breach is unnecessary and futile.

1 2431. As a direct and proximate result of Fiat's and FCA's breach of express warranties,
2 Plaintiff suffered significant damages, and seek damages in an amount to be determined at trial.

3 **BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**
4 **(Utah Code Ann. §§ 70A-2-314 and 70A-2A-212)**
5

6 2432. Plaintiffs reallege and incorporate by reference all allegations of the preceding
7 paragraphs as though fully set forth herein.

8 2433. Plaintiffs, Marie & Verl Robbins, Teaguer Terrell, Nick Butters, Howard James
9 Garel, Robert Morris, Gary Riddle, Mack William and Debra Ann Nowlin, Cesar H Nunez, Bill
10 Sorensen, Sherry Greathouse, Larry Rasband , (for the purpose of this section, "Plaintiff") brings
11 this action on behalf of themselves against Fiat and FCA.

12 2434. Fiat and FCA were at all relevant times "merchants" with respect to motor vehicles
13 under Utah Code § 70A-2-104(1) and 70A-2a-103(1)(t), and "sellers" of motor vehicles under §
14 70A-2-103(1)(d).

15 2435. With respect to leases, Fiat and FCA are and were at all relevant times "lessors" of
16 motor vehicles under Utah Code § 70A-2a-103(1)(p).

17 2436. The Subject Vehicles are and were at all relevant times "goods" within the meaning
18 of Utah Code §§ 70A-2-105(1) and 70A-2a-103(1)(h).

19 2437. A warranty that the Subject Vehicles were in merchantable condition and fit for the
20 ordinary purpose for which vehicles are used is implied by law pursuant to Utah Code §§ 70A-2-
21 314 and 70A-2a-212.

22 2438. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable
23 condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject
24 Vehicles were not in merchantable condition because their design violated state and federal laws.

1 The Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and
2 federal emission standards.

3 2439. Fiat's and FCA's breaches of the implied warranty of merchantability caused
4 damage to Plaintiff. The amount of damages due will be proven at trial.

5 46. **Vermont**

6 **BREACH OF EXPRESS WARRANTY**
7 **(Vt. Stat. Tit. Ann. 9A, §§ 2-313 and 2A-210)**
8
9

10 2440. Plaintiffs reallege and incorporate by reference all preceding allegations as though
11 fully set forth herein.

12 2441. Plaintiff, David Meunier, Brian Carpenter, (for the purpose of this section,
13 "Plaintiff") brings this action on behalf of themselves against Fiat and FCA.

14 2442. Fiat and FCA are and were at all relevant times "merchants" with respect to motor
15 vehicles under Vt. Stat. Tit. 9A, § 2-104(1) and 2A-103(1)(t), and "sellers" of motor vehicles under
16 § 2-103(1)(d).

17 2443. With respect to leases, Fiat and FCA are and were all relevant times "lessors" of
18 motor vehicles under Vt. Stat. Tit. 9A, § 2A-103(1)(p).

19 2444. The Subject Vehicles are and were at all relevant times "goods" within the meaning
20 of Vt. Stat. Tit. 9A, §§ 2-105(1) and 2A-103(1)(h).

21 2445. Federal law requires manufacturers of light-duty vehicles to provide two federal
22 emission control warranties: a "Performance Warranty" and a "Design and Defect Warranty." The
23 Performance Warranty applies to repairs that are required during the first two years or 24,000
24 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain
25 major emission control components are covered for the first eight years or 80,000 miles, whichever

1 comes first. These major emission control components subject to the longer warranty include the
2 catalytic converters, the electronic engine control unit (ECU), and the onboard emissions
3 diagnostic device or computer. The Design and Defect Warranty covers repair of emission control
4 or emission related parts which fail to function or function improperly due to a defect in materials
5 or workmanship. This warranty provides protection for two years or 24,000 miles, whichever
6 comes first, or, for the major emission control components, for eight years or 80,000 miles,
7 whichever comes first.

8 2446. Fiat and FCA provided these warranties to the Plaintiffs. These warranties formed
9 the basis of the bargain that was reached when the Plaintiffs purchased or leased their Subject
10 Vehicles.

11 2447. However, Fiat and FCA knew or should have known that the warranties were false
12 and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles
13 sold and leased to the Plaintiffs were designed to deactivate under real-world driving conditions,
14 and to emit oxides of nitrogen within legal limits only when undergoing emissions testing, and
15 therefore, knew that the emission systems contained defects.

16 2448. The Plaintiffs reasonably relied on Fiat's and FCA's express warranties concerning
17 emissions when purchasing or leasing the Subject Vehicles. However, the Subject Vehicles did not
18 perform as warranted. Unbeknownst to the Plaintiffs, the Subject Vehicles were designed to pollute
19 at higher than legal limits during normal driving, and could not achieve advertised performance
20 and efficiency metrics without this cheating design. This design and the devices that effectuate it
21 are defects. Fiat and FCA therefore breached their express warranty by providing a product
22 containing defects that were never disclosed to the Plaintiffs.

23 2449. Any opportunity to cure the express breach is unnecessary and futile.

2450. As a direct and proximate result of Fiat's and FCA's breach of express warranties, the Plaintiffs suffered significant damages, and seek damages in an amount to be determined at trial.

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(Vt. Stat. Ann. Tit. 9A, §§ 2-314 and 2A-212)

2451. Plaintiffs reallege and incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

2452. Plaintiff, David Meunier, Brian Carpenter, (for the purpose of this section, "Plaintiff") brings this action on behalf of themselves against Fiat and FCA.

2453. Fiat and FCA were at all relevant times "merchants" with respect to motor vehicles under Vt. Stat. Tit. 9A, § 2-104(1) and 2A-103(1)(t), and "sellers" of motor vehicles under § 2-103(1)(d).

2454. With respect to leases, Fiat and FCA are and were at all relevant times "lessors" of motor vehicles under Vt. Stat. Tit. 9A, § 2A-103(1)(p).

2455. The Subject Vehicles are and were at all relevant times "goods" within the meaning of Vt. Stat. Tit. 9A, §§ 2-105(1) and 2A-103(1)(h).

2456. A warranty that the Subject Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law pursuant to Vt. Stat. Tit. 9A, §§ 2-314 and 2A-212.

2457. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject Vehicles were not in merchantable condition because their design violated state and federal laws. The Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and federal emission standards.

2458. Fiat's and FCA's breaches of the implied warranty of merchantability caused damage to the Plaintiffs. The amount of damages due will be proven at trial.

47. **Virginia**

**BREACH OF EXPRESS WARRANTY
(Va. Code Ann. §§ 8.2-313 and 8.2A-210)**

2459. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

2460. Plaintiffs, Arturo Nieves, Carl Davis, Samantha Mountford & Darrin Illges, David Mitchell, James Emerson, Jr., Alan Stcy, Steven Seaberg, Michael Shergey, Bruce & Vickie Sulc, Kevin Keefer, David Irwin Antokal, Jeffrey Cook, James Gissonna, Derek Iler, Charles W. Menninger III, Michael Colligon, Gerlad Huiras, Jack Zhe, Roy LeNeave, Brandis Hanson, (for the purpose of this section, "Plaintiffs") bring this action on behalf of themselves against Fiat and FCA.

2461. Fiat and FCA are and were at all relevant times "merchants" with respect to motor vehicles under Va. Code § 8.2-104(1) and 8.2A-103(1)(t), and "sellers" of motor vehicles under § 8.2-103(1)(d).

2462. With respect to leases, Fiat and FCA are and were all relevant times "lessors" of motor vehicles under Va. Code § 8.2A-103(1)(p).

2463. The Subject Vehicles are and were at all relevant times "goods" within the meaning of Va. Code §§ 8.2-105(1) and 8.2A-103(1)(h).

2464. Federal law requires manufacturers of light-duty vehicles to provide two federal emission control warranties: a "Performance Warranty" and a "Design and Defect Warranty." The Performance Warranty applies to repairs that are required during the first two years or 24,000 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain

1 major emission control components are covered for the first eight years or 80,000 miles, whichever
2 comes first. These major emission control components subject to the longer warranty include the
3 catalytic converters, the electronic engine control unit (ECU), and the onboard emissions
4 diagnostic device or computer. The Design and Defect Warranty covers repair of emission control
5 or emission related parts which fail to function or function improperly due to a defect in materials
6 or workmanship. This warranty provides protection for two years or 24,000 miles, whichever
7 comes first, or, for the major emission control components, for eight years or 80,000 miles,
8 whichever comes first.

9 2465. Fiat and FCA provided these warranties to Plaintiffs. These warranties formed the
10 basis of the bargain that was reached when Plaintiffs purchased or leased their Subject Vehicles.

11 2466. However, Fiat and FCA knew or should have known that the warranties were false
12 and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles
13 sold and leased to Plaintiffs were designed to deactivate under real-world driving conditions, and
14 to emit oxides of nitrogen within legal limits only when undergoing emissions testing, and
15 therefore, knew that the emission systems contained defects.

16 2467. Plaintiffs reasonably relied on Fiat's and FCA's express warranties concerning
17 emissions when purchasing or leasing the Subject Vehicles. However, the Subject Vehicles did
18 not perform as warranted. Unbeknownst to Plaintiffs, the Subject Vehicles were designed to
19 pollute at higher than legal limits during normal driving, and could not achieve advertised
20 performance and efficiency metrics without this cheating design. This design and the devices that
21 effectuate it are defects. Fiat and FCA therefore breached their express warranty by providing a
22 product containing defects that were never disclosed to Plaintiffs.

23 2468. Any opportunity to cure the express breach is unnecessary and futile.

2469. As a direct and proximate result of Fiat's and FCA's breach of express warranties, Plaintiffs suffered significant damages, and seek damages in an amount to be determined at trial.

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(Va. Code Ann. §§ 8.2-314 and 8.2A-212)

2470. Plaintiffs reallege and incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

2471. Plaintiffs, Arturo Nieves, Carl Davis, Samantha Mountford & Darrin Illges, David Mitchell, James Emerson, Jr., Alan Stcy, Steven Seaberg, Michael Shergey, Bruce & Vickie Sulc, Kevin Keefer, David Irwin Antokal, Jeffrey Cook, James Gissona, Derek Iler, Charles W. Menninger III, Michael Colligon, Gerlad Huiras, Jack Zhe, Roy LeNeave, Brandis Hanson, (for the purpose of this section, "Plaintiffs") bring this action on behalf of themselves against Fiat and FCA.

2472. Fiat and FCA were at all relevant times "merchants" with respect to motor vehicles under Va. Code § 8.2-104(1) and 8.2A-103(1)(t), and "sellers" of motor vehicles under § 8.2-103(1)(d).

2473. With respect to leases, Fiat and FCA are and were at all relevant times "lessors" of motor vehicles under Va. Code § 8.2A-103(1)(p).

2474. The Subject Vehicles are and were at all relevant times "goods" within the meaning of Va. Code §§ 8.2-105(1) and 8.2A-103(1)(h).

2475. A warranty that the Subject Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law pursuant to Va. Code §§ 8.2-314

1 and 8.2A-212.

2 2476. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable
3 condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject
4 Vehicles were not in merchantable condition because their design violated state and federal laws.
5 The Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and
6 federal emission standards.

7 2477. Fiat's and FCA's breaches of the implied warranty of merchantability caused
8 damage to Plaintiffs. The amount of damages due will be proven at trial.

9 **48. Washington**

10 **BREACH OF EXPRESS WARRANTY**
11 **(Wash. Rev. Code §§ 62A.2-313 and 62A.2A-210)**
12

13 2478. Plaintiffs reallege and incorporate by reference all preceding allegations as though
14 fully set forth herein.

15 2479. Plaintiffs, Dylan Dzuck, Gary & Lauri Rowland, Mike McCloskey, Paul Kearney,
16 Richard A. Gange, Scott Milne, Donald & Linda Lamson, Robert & Reena Carnes, Rick Nash,
17 Sergey Oleynik, Brand Erikson, Ralph Coers, Bo-Michael M. Apele, Brad Robertson, Matthew
18 Dean, Jody Killmer, Daniel Martin, Jeffrey Sanders, Patricia Wilbur, Brett Keville Williams,
19 Jeffrey & Keri Bushaw, Everard Lewis II, Rodger Cassat, Robin Laskody, (for the purpose of this
20 section, "Plaintiffs") bring this action on behalf of themselves against Fiat and FCA.

21 2480. Fiat and FCA are and were at all relevant times "merchants" with respect to motor
22 vehicles under Wash. Rev. Code § 62A.2-104(1) and 62A.2A-103(1)(t), and "sellers" of motor
23 vehicles under § 2.103(a)(4).

24 2481. With respect to leases, Fiat and FCA are and were all relevant times "lessors" of

1 motor vehicles under Wash. Rev. Code § 62A.2A-103(1)(p).

2 2482. The Subject Vehicles are and were at all relevant times “goods” within the meaning
3 of Wash. Rev. Code §§ 62A.2-105(1) and 62A.2A-103(1)(h).

4 2483. Federal law requires manufacturers of light-duty vehicles to provide two federal
5 emission control warranties: a “Performance Warranty” and a “Design and Defect Warranty.” The
6 Performance Warranty applies to repairs that are required during the first two years or 24,000
7 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain
8 major emission control components are covered for the first eight years or 80,000 miles, whichever
9 comes first. These major emission control components subject to the longer warranty include the
10 catalytic converters, the electronic engine control unit (ECU), and the onboard emissions
11 diagnostic device or computer. The Design and Defect Warranty covers repair of emission control
12 or emission related parts which fail to function or function improperly due to a defect in materials
13 or workmanship. This warranty provides protection for two years or 24,000 miles, whichever
14 comes first, or, for the major emission control components, for eight years or 80,000 miles,
15 whichever comes first.

16 2484. Fiat and FCA provided these warranties to Plaintiffs. These warranties formed the
17 basis of the bargain that was reached when Plaintiffs purchased or leased their Subject Vehicles.

18 2485. However, Fiat and FCA knew or should have known that the warranties were false
19 and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles
20 sold and leased to Plaintiffs were designed to deactivate under real-world driving conditions, and
21 to emit oxides of nitrogen within legal limits only when undergoing emissions testing, and
22 therefore, knew that the emission systems contained defects.

23 2486. Plaintiffs reasonably relied on Fiat’s and FCA’s express warranties concerning

emissions when purchasing or leasing the Subject Vehicles. However, the Subject Vehicles did not perform as warranted. Unbeknownst to Plaintiffs, the Subject Vehicles were designed to pollute at higher than legal limits during normal driving, and could not achieve advertised performance and efficiency metrics without this cheating design. This design and the devices that effectuate it are defects. Fiat and FCA therefore breached their express warranty by providing a product containing defects that were never disclosed to Plaintiffs.

2487. Any opportunity to cure the express breach is unnecessary and futile.

2488. As a direct and proximate result of Fiat's and FCA's breach of express warranties, Plaintiffs suffered significant damages, and seek damages in an amount to be determined at trial.

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(Wash. Rev. Code §§ 62A.2-314 and 62A.2A-212)

2489. Plaintiffs reallege and incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

2490. Plaintiffs, Dylan Dzuck, Gary & Lauri Rowland, Mike McCloskey, Paul Kearney, Richard A. Gange, Scott Milne, Donald & Linda Lamson, Robert & Reena Carnes, Rick Nash, Sergey Oleynik, Brand Erikson, Ralph Coers, Bo-Michael M. Apele, Brad Robertson, Matthew Dean, Jody Killmer, Daniel Martin, Jeffrey Sanders, Patricia Wilbur, Brett Keville Williams, Jeffrey & Keri Bushaw, Everard Lewis II, Rodger Cassat, Robin Laskody, (for the purpose of this section, "Plaintiffs") bring this action on behalf of themselves against Fiat and FCA.

2491. Fiat and FCA were at all relevant times "merchants" with respect to motor vehicles under Wash. Rev. Code § 62A.2-104(1) and 62A.2A-103(1)(t), and "sellers" of motor vehicles under § 2.103(a)(4).

1 2492. With respect to leases, Fiat and FCA are and were at all relevant times “lessors” of
2 motor vehicles under Wash. Rev. Code § 62A.2A-103(1)(p).

3 2493. The Subject Vehicles are and were at all relevant times “goods” within the meaning
4 of Wash. Rev. Code §§ 62A.2-105(1) and 62A.2A-103(1)(h).

5 2494. A warranty that the Subject Vehicles were in merchantable condition and fit for the
6 ordinary purpose for which vehicles are used is implied by law pursuant to Wash. Rev. Code §§
7 62A.2-314 and 62A.2A-212.

8 2495. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable
9 condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject
10 Vehicles were not in merchantable condition because their design violated state and federal laws.
11 The Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and
12 federal emission standards.

13 2496. Fiat’s and FCA’s breaches of the implied warranty of merchantability caused
14 damage to the Plaintiffs. The amount of damages due will be proven at trial.

15 49. **West Virginia**

16 **BREACH OF EXPRESS WARRANTY**
17 **(W. Va. Code §§ 46-2-313 and 46-2A-210)**
18

19 2497. Plaintiffs reallege and incorporate by reference all preceding allegations as though
20 fully set forth herein.

21 2498. Plaintiffs, Jeffrey Cook, Gregory Burnette, D.O., Thomas Taylor, Dustin Loudon,
22 Jerry Barnett, Brianna Clay, Roger Workman, Sage Seifert, Brandon Saddler, Mike Rumney, Jody
23 L. & Cindy L. Danielson, Emily Blankenship, Jackie Lynn Clark, Jr., Roy Jones, James Slone,

1 Dustin Louden, Gregory Burnette D.O., Justin Goldsmith, Jeri Parson (d/b/a Parma Properties),
2 Pat Combs, Joseph Donchatz, Margie & Joshua A. Toler, (for the purpose of this section,
3 “Plaintiffs”) bring this action on behalf of themselves against Fiat and FCA.

4 2499. Fiat and FCA are and were at all relevant times “merchants” with respect to motor
5 vehicles under W. Va. Code §§ 46-2-104(1) and 46-2A-103(1)(t), and “sellers” of motor vehicles
6 under § 46-2-103(1)(d).

7 2500. With respect to leases, Fiat and FCA are and were all relevant times “lessors” of
8 motor vehicles under W. Va. Code § 46-2A-103(1)(p).

9 2501. The Subject Vehicles are and were at all relevant times “goods” within the meaning
10 of W. Va. Code §§ 46-2-105(1) and 46-2A-103(1)(h).

11 2502. Federal law requires manufacturers of light-duty vehicles to provide two federal
12 emission control warranties: a “Performance Warranty” and a “Design and Defect Warranty.” The
13 Performance Warranty applies to repairs that are required during the first two years or 24,000
14 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain
15 major emission control components are covered for the first eight years or 80,000 miles, whichever
16 comes first. These major emission control components subject to the longer warranty include the
17 catalytic converters, the electronic engine control unit (ECU), and the onboard emissions
18 diagnostic device or computer. The Design and Defect Warranty covers repair of emission control
19 or emission related parts which fail to function or function improperly due to a defect in materials
20 or workmanship. This warranty provides protection for two years or 24,000 miles, whichever
21 comes first, or, for the major emission control components, for eight years or 80,000 miles,
22 whichever comes first.

1 2503. Fiat and FCA provided these warranties to the Plaintiffs. These warranties formed
2 the basis of the bargain that was reached when the Plaintiffs purchased or leased their Subject
3 Vehicles.

4 2504. However, Fiat and FCA knew or should have known that the warranties were false
5 and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles
6 sold and leased to the Plaintiffs were designed to deactivate under real-world driving conditions,
7 and to emit oxides of nitrogen within legal limits only when undergoing emissions testing, and
8 therefore, knew that the emission systems contained defects.

9 2505. Plaintiffs reasonably relied on Fiat's and FCA's express warranties concerning
10 emissions when purchasing or leasing the Subject Vehicles. However, the Subject Vehicles did not
11 perform as warranted. Unbeknownst to the Plaintiffs, the Subject Vehicles were designed to pollute
12 at higher than legal limits during normal driving, and could not achieve advertised performance
13 and efficiency metrics without this cheating design. This design and the devices that effectuate it
14 are defects. Fiat and FCA therefore breached their express warranty by providing a product
15 containing defects that were never disclosed to the Plaintiffs.

16 2506. Any opportunity to cure the express breach is unnecessary and futile.

17 2507. As a direct and proximate result of Fiat's and FCA's breach of express warranties,
18 the Plaintiffs suffered significant damages, and seek damages in an amount to be determined at
19 trial.

20 **BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**
21 **(W. Va. Code §§ 46-2-314 and 46-2A-212)**
22

23 2508. Plaintiffs reallege and incorporate by reference all allegations of the preceding

1 paragraphs as though fully set forth herein.

2 2509. Plaintiffs, Jeffrey Cook, Gregory Burnette, D.O., Thomas Taylor, Dustin Loudon,
3 Jerry Barnett, Brianna Clay, Roger Workman, Sage Seifert, Brandon Saddler, Mike Rumney, Jody
4 L. & Cindy L. Danielson, Emily Blankenship, Jackie Lynn Clark, Jr., H Roy. Jones, Jr., James
5 Slone, Dustin Loudon, Gregory Burnette D.O., Justin Goldsmith, Jeri Parson (d/b/a Parma
6 Properties), Pat Combs, Joseph Donchatz, Margie & Joshua A. Toler, (for the purpose of this
7 section, "Plaintiffs") bring this action on behalf of themselves against Fiat and FCA.

8 2510. Fiat and FCA were at all relevant times "merchants" with respect to motor vehicles
9 under W. Va. Code §§ 46-2-104(1) and 46-2A-103(1)(t), and "sellers" of motor vehicles under §
10 46-2-103(1)(d).

11 2511. With respect to leases, Fiat and FCA are and were at all relevant times "lessors" of
12 motor vehicles under W. Va. Code § 46-2A-103(1)(p).

13 2512. The Subject Vehicles are and were at all relevant times "goods" within the meaning
14 of W. Va. Code §§ 46-2-105(1) and 46-2A-103(1)(h).

15 2513. A warranty that the Subject Vehicles were in merchantable condition and fit for the
16 ordinary purpose for which vehicles are used is implied by law pursuant to W. Va. Code §§ 46-2-
17 31 and 46-2A-212.

18 2514. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable
19 condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject
20 Vehicles were not in merchantable condition because their design violated state and federal laws.
21 The Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and

1 federal emission standards.

2 2515. Fiat's and FCA's breaches of the implied warranty of merchantability caused
3 damage to the Plaintiffs. The amount of damages due will be proven at trial.

4 50. **Wisconsin**

5 **BREACH OF EXPRESS WARRANTY**
6 **(Wis. Stat. §§ 402.313 and 411.210)**
7

8 2516. Plaintiffs reallege and incorporate by reference all preceding allegations as though
9 fully set forth herein.

10 2517. Plaintiffs, Michael Barton Batman, Dan Healy James Bell, Jared Korn, Jeff Weier,
11 Brian Lewandowski, Greg Griebel, Robert & Carol J. Anderson, Jared Nagel, Al Schellinger, Dion
12 Kampa, Steve G. Parnitzke, Glenn Stahl, Jamie A. Walker, Cale & Jami Duerstein, Christopher
13 Rivera, Jeffrey Rittenhouse, Brian Steadman, Timothy Bernard Graham, Mario Toliver, Stephen
14 R. Schmidt, Todd Vanderheyden, Michael W Stinson, Mitchell R Wellnitz, Edna Jordan, Thomas
15 Vines, Jason Philaja, Larry & Dianne Joachim, Michael Wahl, Dave Mikkelson, Kenton & Angela
16 Powell, Derick Owens, Willie Sekel, Lois Clark, Travis & Sara Rose, Kegan Ashbrook, David &
17 Jamie Wright, Paul & Angela Miller (for the purpose of this section, "Plaintiffs") bring this action
18 on behalf of themselves against Fiat and FCA.

19 2518. Fiat and FCA are and were at all relevant times "merchants" with respect to motor
20 vehicles under Wis. Stat. § 402.104(3) and 411.103(1)(t), and "sellers" of motor vehicles under §
21 402.103(1)(d).

22 2519. With respect to leases, Fiat and FCA are and were all relevant times "lessors" of
23 motor vehicles under Wis. Stat. § 411.103(1)(p).

24 2520. The Subject Vehicles are and were at all relevant times "goods" within the meaning
25 of Wis. Stat. §§ 402.105(1)(c) and 411.103(1)(h).

1 2521. Federal law requires manufacturers of light-duty vehicles to provide two federal
2 emission control warranties: a “Performance Warranty” and a “Design and Defect Warranty.” The
3 Performance Warranty applies to repairs that are required during the first two years or 24,000
4 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain
5 major emission control components are covered for the first eight years or 80,000 miles, whichever
6 comes first. These major emission control components subject to the longer warranty include the
7 catalytic converters, the electronic engine control unit (ECU), and the onboard emissions
8 diagnostic device or computer. The Design and Defect Warranty covers repair of emission control
9 or emission related parts which fail to function or function improperly due to a defect in materials
10 or workmanship. This warranty provides protection for two years or 24,000 miles, whichever
11 comes first, or, for the major emission control components, for eight years or 80,000 miles,
12 whichever comes first.

13 2522. Fiat and FCA provided these warranties to Plaintiffs. These warranties formed the
14 basis of the bargain that was reached when Plaintiffs purchased or leased their Subject Vehicles.

15 2523. However, Fiat and FCA knew or should have known that the warranties were false
16 and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles
17 sold and leased to Plaintiffs were designed to deactivate under real-world driving conditions, and
18 to emit oxides of nitrogen within legal limits only when undergoing emissions testing, and
19 therefore, knew that the emission systems contained defects.

20 2524. Plaintiffs reasonably relied on Fiat’s and FCA’s express warranties concerning
21 emissions when purchasing or leasing the Subject Vehicles. However, the Subject Vehicles did
22 not perform as warranted. Unbeknownst to Plaintiffs, the Subject Vehicles were designed to
23 pollute at higher than legal limits during normal driving, and could not achieve advertised

1 performance and efficiency metrics without this cheating design. This design and the devices that
 2 effectuate it are defects. Fiat and FCA therefore breached their express warranty by providing a
 3 product containing defects that were never disclosed to Plaintiffs.

4 2525. Any opportunity to cure the express breach is unnecessary and futile.

5 2526. As a direct and proximate result of Fiat's and FCA's breach of express warranties,
 6 Plaintiffs suffered significant damages, and seek damages in an amount to be determined at trial.

7 **BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**
 8 **(Wis. Stat. §§ 402.314 and 411.212)**
 9

10 2527. Plaintiffs reallege and incorporate by reference all allegations of the preceding
 11 paragraphs as though fully set forth herein.

12 2528. Plaintiffs, Michael Barton Batman, Dan Healy James Bell, Jared Korn, Jeff Weier,
 13 Brian Lewandowski, Greg Griebel, Robert & Carol J. Anderson, Jared Nagel, Al Schellinger, Dion
 14 Kampa, Steve G. Parnitzke, Glenn Stahl, Jamie A. Walker, Cale & Jami Duerstein, Christopher
 15 Rivera, Jeffrey Rittenhouse, Brian Steadman, Timothy Bernard Graham, Mario Toliver, Stephen
 16 R. Schmidt, Todd Vanderheyden, Michael W Stinson, Mitchell R Wellnitz, Edna Jordan, Thomas
 17 Vines, Jason Philaja, Larry & Dianne Joachim, Michael Wahl, Dave Mikkelson, Kenton & Angela
 18 Powell, Derick Owens, Willie Sekel, Lois Clark, Travis & Sara Rose, Kegan Ashbrook, David &
 19 Jamie Wright, Paul & Angela Miller (for the purpose of this section, "Plaintiffs") bring this action
 20 on behalf of themselves against Fiat and FCA.

21 2529. Fiat and FCA were at all relevant times "merchants" with respect to motor vehicles
 22 under Wis. Stat. § 402.104(3) and 411.103(1)(t), and "sellers" of motor vehicles under §
 23 402.103(1)(d).

24 2530. With respect to leases, Fiat and FCA are and were at all relevant times "lessors" of
 25 motor vehicles under Wis. Stat. § 411.103(1)(p).

1 2531. The Subject Vehicles are and were at all relevant times “goods” within the meaning
2 of Wis. Stat. §§ 402.105(1)(c) and 411.103(1)(h).

3 2532. A warranty that the Subject Vehicles were in merchantable condition and fit for the
4 ordinary purpose for which vehicles are used is implied by law pursuant to Wis. Stat. §§ 402.314
5 and 411.212.

6 2533. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable
7 condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject
8 Vehicles were not in merchantable condition because their design violated state and federal laws.
9 The Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and
10 federal emission standards.

11 2534. Fiat’s and FCA’s breaches of the implied warranty of merchantability caused
12 damage to the Plaintiffs. The amount of damages due will be proven at trial.

13 51. **Wyoming**

14 **BREACH OF EXPRESS WARRANTY**
15 **(Wyo. Stat. § 34.1-2-313)**
16

17 2535. Plaintiffs reallege and incorporate by reference all preceding allegations as though
18 fully set forth herein.

19 2536. Plaintiffs, Jason Royer, Beverley Gayle VanArkel, James B. Valliere, Anthony
20 Knezovich, Rick Stone, Calvin Taylor, Wayne & Becky Bennett, Cheryl and Lee Philley, Richard
21 & Cindy Simcox, Derek & Frances Minchey, Daniel Lopez, (for the purpose of this section,
22 “Plaintiff”) brings this action on behalf of themselves against Fiat and FCA.

23 2537. Fiat and FCA are and were at all relevant times “merchants” with respect to motor
24 vehicles under Wyo. Stat. §§ 34.1-2-104(a) and 34.1-2-A-103(a)(xx), and “sellers” of motor
25 vehicles under § 34.1-2-103(a)(iv).

1 2538. With respect to leases, Fiat and FCA are and were all relevant times “lessors” of
2 motor vehicles under Wyo. Stat. § 34.1-2.A-103(a)(xvi).

3 2539. The Subject Vehicles are and were at all relevant times “goods” within the meaning
4 of Wyo. Stat. §§ 34.1-2-105(a) and 34.1-2.A-103(a)(viii).

5 2540. Federal law requires manufacturers of light-duty vehicles to provide two federal
6 emission control warranties: a “Performance Warranty” and a “Design and Defect Warranty.” The
7 Performance Warranty applies to repairs that are required during the first two years or 24,000
8 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain
9 major emission control components are covered for the first eight years or 80,000 miles, whichever
10 comes first. These major emission control components subject to the longer warranty include the
11 catalytic converters, the electronic engine control unit (ECU), and the onboard emissions
12 diagnostic device or computer. The Design and Defect Warranty covers repair of emission control
13 or emission related parts which fail to function or function improperly due to a defect in materials
14 or workmanship. This warranty provides protection for two years or 24,000 miles, whichever
15 comes first, or, for the major emission control components, for eight years or 80,000 miles,
16 whichever comes first.

17 2541. Fiat and FCA provided these warranties to Plaintiffs. These warranties formed the
18 basis of the bargain that was reached when Plaintiffs purchased or leased their Subject Vehicles.

19 2542. However, Fiat and FCA knew or should have known that the warranties were false
20 and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles
21 sold and leased to Plaintiff were designed to deactivate under real-world driving conditions, and
22 to emit oxides of nitrogen within legal limits only when undergoing emissions testing, and
23 therefore, knew that the emission systems contained defects.

1 2543. Plaintiffs reasonably relied on Fiat's and FCA's express warranties concerning
 2 emissions when purchasing or leasing the Subject Vehicles. However, the Subject Vehicles did
 3 not perform as warranted. Unbeknownst to Plaintiffs, the Subject Vehicles were designed to
 4 pollute at higher than legal limits during normal driving, and could not achieve advertised
 5 performance and efficiency metrics without this cheating design. This design and the devices that
 6 effectuate it are defects. Fiat and FCA therefore breached their express warranty by providing a
 7 product containing defects that were never disclosed to Plaintiffs.

8 2544. Any opportunity to cure the express breach is unnecessary and futile.

9 2545. As a direct and proximate result of Fiat's and FCA's breach of express warranties,
 10 Plaintiff suffered significant damages, and seek damages in an amount to be determined at trial.

11 **BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**
 12 **(Wyo. Stat. §§ 34.1-2-314 and 34.1-2.A-212)**
 13
 14

15 2546. Plaintiffs reallege and incorporate by reference all allegations of the preceding
 16 paragraphs as though fully set forth herein.

17 2547. Plaintiff, Jason Royer, Beverley Gayle VanArkel, James B. Valliere, Anthony
 18 Knezovich, Rick Stone, Calvin Taylor, Wayne & Becky Bennett, Cheryl and Lee Philley, Richard
 19 & Cindy Simcox, Derek & Frances Minchey, Daniel Lopez, (for the purpose of this section,
 20 "Plaintiff") brings this action on behalf of themselves against Fiat and FCA.

21 2548. Fiat and FCA were at all relevant times "merchants" with respect to motor vehicles
 22 under Wyo. Stat. §§ 34.1-2-104(a) and 34.1-2.A-103(a)(xx), and "sellers" of motor vehicles under
 23 § 34.1-2-103(a)(iv).

24 2549. With respect to leases, Fiat and FCA are and were at all relevant times "lessors" of

1 motor vehicles under Wyo. Stat. § 34.1-2.A-103(a)(xvi).

2 2550. The Subject Vehicles are and were at all relevant times “goods” within the meaning
3 of Wyo. Stat. §§ 34.1-2-105(a) and 34.1-2.A-103(a)(viii).

4 2551. A warranty that the Subject Vehicles were in merchantable condition and fit for the
5 ordinary purpose for which vehicles are used is implied by law pursuant to Wyo. Stat. §§ 34.1-2-
6 10 314 and 34.1-2. A-212.

7 2552. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable
8 condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject
9 Vehicles were not in merchantable condition because their design violated state and federal laws.
10 The Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and
11 federal emission standards.

12 2553. Fiat’s and FCA’s breaches of the implied warranty of merchantability caused
13 damage to Plaintiff. The amount of damages due will be proven at trial.

14 **II. STATE PLAINTIFFS CONSUMER PROTECTION CLAIMS**

15 **VIOLATION OF ALABAMA DECEPTIVE TRADE** 16 **PRACTICES ACT (Ala. Code § 8-19-1, *et seq.*)** 17 18 19

20 2554. Plaintiffs incorporate by reference each preceding paragraph as though fully set
21 forth herein.

22 2555. Plaintiffs, Autry Hall, Kevin Crew, John Corbin, Robert Mayer, Robert Southern,
23 Micah Hill, James Washington, Quinn Breland, Mike Shelton, Greg Cain, Randal Stephens, Tyler
24 Bridgeman, Alonzo Thomas Stone, Kimberly H. and David W. Whittington, Anthony McNamara,

1 John Roe, Earl French, Richard A. & Betty L. Morrow, Adam Bayless, Thomas A. Crenshaw,
2 Kelly Steely d/b/a Steely Lease Sales, Mildred Fitts, Richard & Annette Peterson, William D.
3 Ross, (for the purpose of this section, “Plaintiff”) bring this action on behalf of themselves against
4 all Defendants.

5 2556. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, Sergio Marchionne,
6 and Plaintiffs are “persons” within the meaning of Ala. Code § 8-19-3(5). Plaintiffs are
7 “consumers” within the meaning of Ala. Code § 8-19-3(2).

8 2557. The Subject Vehicles are “goods” within the meaning of Ala. Code § 8-19-3(3).

9 2558. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, and Sergio
10 Marchionne are engaged in “trade” or “commerce” within the meaning of Ala. Code § 8-19-3(8).

11 2559. The Alabama Deceptive Trade Practices Act (“Alabama DTPA”) makes unlawful
12 several specific acts, including:“(5) Representing that goods or services have sponsorship,
13 approval, characteristics, ingredients, uses, benefits, or qualities that they do not have,” “(7)
14 Representing that goods or services are of a particular standard, quality, or grade, or that goods are
15 of a particular style or model, if they are of another,” and “(27) Engaging in any other
16 unconscionable, false, misleading, or deceptive act or practice in the conduct of trade or
17 commerce.” Ala. Code § 8-19-5.

18 2560. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch, and
19 Sergio Marchionne, through their agents, employees, and/or subsidiaries, violated the Alabama
20 DTPA.

21 2561. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively

misrepresented the environmental friendliness and emissions of the Subject Vehicles through the EcoDiesel badge—a material fact that was false because the Defendants developed and installed emission cheating components in the Subject Vehicles that caused them to pollute excessively in real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and pervasive consumer communications, the Subject Vehicles’ fuel efficiency and performance, and the Defendants concealed that the fuel efficiency and performance could be achieved only through emission control devices in the Subject Vehicles that caused them to pollute excessively in real-world conditions; and (3) the Defendants developed and installed emission cheating components that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently concealed that fact from regulators and Plaintiffs alike. In so doing, and by marketing, offering for sale, and selling the defective Subject Vehicles, Defendants engaged in one or more of the following unfair or deceptive acts or practices as defined in Ala. Code § 8-19-5:

A. Causing likelihood of confusion or of misunderstanding as to the approval or certification of the Subject Vehicles;

B. Representing that the Subject Vehicles have approval, characteristics, uses, benefits, or qualities that they do not have;

C. Representing that the Subject Vehicles are of a particular standard, quality and grade when they are not; and/or

D. Advertising the Subject Vehicles with the intent not to sell or lease them as advertised.

2562. Defendants’ scheme and concealment of the true characteristics of the EcoDiesel® emission control system were material to Plaintiffs, as Defendants intended. Had they known the truth, Plaintiffs would not have purchased or leased the Subject Vehicles, or—if the Subject Vehicles’ true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—would have paid significantly less for them.

1 2563. Plaintiffs had no way of discerning that Defendants' representations were false and
2 misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose,
3 because Defendants' emission control software was extremely sophisticated technology. Plaintiffs
4 did not, and could not, unravel Defendants' deception on their own.

5 2564. Defendants had an ongoing duty to Plaintiffs to refrain from unfair and deceptive
6 practices under the Alabama DTPA in the course of their business. Specifically, Defendants owed
7 Plaintiffs a duty Defendants owed Plaintiffs a duty to disclose all the material facts concerning the
8 EcoDiesel® emission control system because they possessed exclusive knowledge, they
9 intentionally concealed it from Plaintiffs, and/or they made misrepresentations that were rendered
10 misleading because they were contradicted by withheld facts.

11 2565. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate
12 result of Defendants' concealment, misrepresentations, and/or failure to disclose material
13 information.

14 2566. Defendants' violations present a continuing risk to Plaintiffs, as well as to the
15 general public. Defendants' unlawful acts and practices complained of herein affect the public
16 interest.

17 2567. Pursuant to Ala. Code § 8-19-10, Plaintiffs seek an order enjoining Defendants'
18 unfair and/or deceptive acts or practices and awarding damages, treble damages, and any other just
19 and proper relief available under the Alabama DTPA.

20 2568. Per the State Pre-suit requirements notifications have been prepared to FCA US
21 LLC complying with Ala. Code § 8-19-10(e). Additionally, all Defendants were provided notice
22 of the issues raised in this count and this Complaint by the governmental investigations, the

1 numerous complaints filed against them, and the many individual notice letters sent by Plaintiffs
 2 within a reasonable amount of time after the allegations of Subject Vehicle defects became public.
 3 Moreover, Plaintiffs sent a second and third notice letter pursuant to Ala. Code § 8-19-10(e) to all
 4 Defendants. Because Defendants failed to remedy their unlawful conduct within the requisite time
 5 period, Plaintiffs seek all damages and relief to which Plaintiffs are entitled.

6 **VIOLATION OF THE ALASKA UNFAIR TRADE**
 7 **PRACTICES AND CONSUMER PROTECTION ACT**
 8 **(Alaska Stat. Ann. § 45.50.471, *et seq.*)**
 9
 10

11 2569. Plaintiffs incorporate by reference each preceding paragraph as though fully set
 12 forth herein.

13 2570. Plaintiffs, Slade D. Howell, Angela Christensen, Wesley S. Catlin, John Brady, (for
 14 purposes of this section, “Plaintiffs”) bring this action on behalf of themselves against all
 15 Defendants.

16 2571. The Alaska Unfair Trade Practices and Consumer Protection Act (“Alaska CPA”)
 17 declares unfair methods of competition and unfair or deceptive acts or practices in the conduct of
 18 trade or commerce unlawful, including: “(4) representing that goods or services have sponsorship,
 19 approval, characteristics, ingredients, uses, benefits, or quantities that they do not have or that a
 20 person has a sponsorship, approval, status, affiliation, or connection that the person does not have;”
 21 “(6) representing that goods or services are of a particular standard, quality, or grade, or that goods
 22 are of a particular style or model, if they are of another;” “(8) advertising goods or services with
 23 intent not to sell them as advertised;” or “(12) using or employing deception, fraud, false pretense,
 24 false promise, misrepresentation, or knowingly concealing, suppressing, or omitting a material fact
 25 with intent that others rely upon the concealment, suppression or omission in connection with the

1 sale or advertisement of goods or services whether or not a person has in fact been misled, deceived
2 or damaged.” Alaska Stat. Ann. § 45.50.471.

3 2572. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch, and
4 Sergio Marchionne, through their agents, employees, and/or subsidiaries, violated the Alaska CPA.

5 2573. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively
6 misrepresented the environmental friendliness and emissions of the Subject Vehicles through the
7 EcoDiesel badge—a material fact that was false because the Defendants developed and installed
8 emission cheating components in the Subject Vehicles that caused them to pollute excessively in
9 real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and
10 pervasive consumer communications, the Subject Vehicles’ fuel efficiency and performance, and
11 the Defendants concealed that the fuel efficiency and performance could be achieved only through
12 emission control devices in the Subject Vehicles that caused them to pollute excessively in real-
13 world conditions; and (3) the Defendants developed and installed emission cheating components
14 that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently
15 concealed that fact from regulators and Plaintiffs alike. In so doing, and by marketing, offering for
16 sale, and selling the defective Subject Vehicles, Defendants engaged in one or more of the
17 following unfair or deceptive acts or practices as defined in Alaska Stat. Ann. § 45.50.471:

18 E. Causing likelihood of confusion or of misunderstanding as to the approval or
19 certification of the Subject Vehicles;

20
21 F. Representing that the Subject Vehicles have approval, characteristics, uses, or
22 benefits that they do not have;

23
24 G. Representing that the Subject Vehicles are of a particular standard, quality and grade
25 when they are not;

26
27 H. Advertising the Subject Vehicles with the intent not to sell or lease them as
28 advertised;

I. Engaging in other conduct which created a likelihood of confusion or of misunderstanding; and/or

J. Using or employing deception, fraud, false pretense, false promise or misrepresentation, or the concealment, suppression or omission of a material fact with intent that others rely upon such concealment, suppression or omission, in connection with the advertisement and sale/lease of the Subject Vehicles, whether or not any person has in fact been misled, deceived or damaged thereby.

2574. Defendants' scheme and concealment of the true characteristics of the EcoDiesel® emission control system were material to Plaintiffs, as Defendants intended. Had they known the truth, Plaintiffs would not have purchased or leased the Subject Vehicles, or—if the Subject Vehicles' true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—would have paid significantly less for them.

2575. Plaintiffs had no way of discerning that Defendants' representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose, because Defendants' emission control software was extremely sophisticated technology. Plaintiffs did not, and could not, unravel Defendants' deception on their own.

2576. Defendants had an ongoing duty to Plaintiffs to refrain from unfair and deceptive practices under the Alaska CPA in the course of their business. Specifically, Defendants owed Plaintiffs a duty to disclose all the material facts concerning the EcoDiesel® emission control system because they possessed exclusive knowledge, they intentionally concealed it from Plaintiffs, and/or they made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

2577. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material

1 information.

2 2578. Defendants' violations present a continuing risk to Plaintiffs, as well as to the
3 general public. Defendants' unlawful acts and practices complained of herein affect the public
4 interest.

5
6 **VIOLATIONS OF THE CONSUMER FRAUD ACT**
7 **(Ariz. Rev. Stat. § 44-1521, *et seq.*)**
8

9 2579. Plaintiffs incorporate by reference each preceding paragraph as though fully set
10 forth herein.

11 2580. Plaintiffs, Brad W. Lines, Daniel Smith, Doug Merrell, Joseph Hyte Johnson, Mark
12 Deemy, Michele Carrano, Robert Kroener, Thomas Spaulding, Michael Boales, Samuel D. Gross,
13 Marvin Rambel, Troy Zapara, Thurman & Rose Dickey, John Rory Carreon, Erik Angelo, Richard
14 Huff, Kyle M. Griffey, Thang Nguyen, Terry Hargis, Frank Deguzman, Hector Montano, Robin
15 Clark, Preston and Paula Nott, Percy F Gonzales, Sterling Lee Whitley Jr., Salvador Erivez, Jason
16 Johnson, Kevin Stevens, Josh Reid, James & Judy Drury, Ronald Ebann, Andrew Bonnett, Nathan
17 Dawson, (for the purpose of this section, "Plaintiff") bring this action on behalf of themselves
18 against all Defendants.

19 2581. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, Sergio Marchionne,
20 Plaintiff, and Plaintiffs are "persons" within the meaning of Ariz. Rev. Stat. § 44-1521(6).

21 2582. The Subject Vehicles are "merchandise" within the meaning of Ariz. Rev. Stat. §
22 44- 1521(5).

23 2583. The Arizona Consumer Fraud Act ("Arizona CFA") provides that "[t]he act, use or

1 employment by any person of any deception, deceptive act or practice, fraud, ... misrepresentation,
2 or concealment, suppression or omission of any material fact with intent that others rely upon such
3 concealment, suppression or omission, in connection with the sale ... of any merchandise whether
4 or not any person has in fact been misled, deceived or damaged thereby, is declared to be an
5 unlawful practice.” Ariz. Rev. Stat. § 44-1522(A).

6 2584. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch, and
7 Marchionne, through their agents, employees, and/or subsidiaries, violated the Arizona CFA.

8 2585. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively
9 misrepresented the environmental friendliness and emissions of the Subject Vehicles through the
10 EcoDiesel badge—a material fact that was false because the Defendants developed and installed
11 emission cheating components in the Subject Vehicles that caused them to pollute excessively in
12 real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and
13 pervasive consumer communications, the Subject Vehicles’ fuel efficiency and performance, and
14 the Defendants concealed that the fuel efficiency and performance could be achieved only through
15 emission control devices in the Subject Vehicles that caused them to pollute excessively in real-
16 world conditions; and (3) the Defendants developed and installed emission cheating components
17 that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently
18 concealed that fact from regulators and Plaintiffs alike. In so doing, and by marketing, offering for
19 sale, and selling the defective Subject Vehicles, Defendants engaged in deceptive acts or practices,
20 as outlined in Ariz. Rev. Stat. § 44- 1522(A), including using or employing deception, fraud, false
21 pretense, false promise or misrepresentation, or the concealment, suppression or omission of a
22 material fact with intent that others rely upon such concealment, suppression or omission, in
23 connection with the advertisement and sale/lease of the Subject Vehicles.

1 2586. Defendants' scheme and concealment of the true characteristics of the EcoDiesel®
2 emission control system were material to Plaintiff, as Defendants intended. Had they known the
3 truth, Plaintiff would not have purchased or leased the Subject Vehicles, or—if the Subject
4 Vehicles' true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—
5 would have paid significantly less for them.

6 2587. Plaintiffs had no way of discerning that Defendants' representations were false and
7 misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose,
8 because Defendants' emission control software was extremely sophisticated technology. Plaintiffs
9 did not, and could not, unravel Defendants' deception on their own.

10 2588. Defendants had an ongoing duty to Plaintiff to refrain from unfair and deceptive
11 practices under the Arizona CFA in the course of their business. Specifically, Defendants owed
12 Plaintiffs a duty to disclose all the material facts concerning the EcoDiesel® emission control
13 system because they possessed exclusive knowledge, they intentionally concealed it from Plaintiff,
14 and/or they made misrepresentations that were rendered misleading because they were
15 contradicted by withheld facts.

16 2589. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate
17 result of Defendants' concealment, misrepresentations, and/or failure to disclose material
18 information.

19 2590. Defendants' violations present a continuing risk to Plaintiff, as well as to the
20 general public. Defendants' unlawful acts and practices complained of herein affect the public
21 interest.

22 2591. Plaintiff seek an order enjoining Defendants' unfair and/or deceptive acts or

practices and awarding damages and any other just and proper relief available under the Arizona CFA.

**ARKANSAS COUNT I
VIOLATIONS OF THE DECEPTIVE TRADE PRACTICE ACT
(Ark. Code Ann. § 4-88-101, *et seq.*)**

2592. Plaintiffs incorporate by reference each preceding paragraph as though fully set forth herein.

2593. Plaintiffs, Brian Way, Gary Wainwright, Justin Davis, Kevin Massey, James Mikles, Levi Kimsey, Larry & Daina Wilhelm, Billy & Joseph Welch, Douglas Mettenberg, David Kizzia, health Minyard, Ryan Allred, Richard Harris, Theodore Carter, Troy L and Ruth E Jeremias, Steve Spidal, Jr., Keith Wallum, Richie Harris, Kevin Sanders, Patrick Pursel, (for the purpose of this section, “Plaintiffs”) brings this action on behalf of themselves against all Defendants.

2594. Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, Sergio Marchionne, Plaintiff, and Plaintiffs are “persons” within the meaning of Ark. Code Ann. § 4- 88-102(5).

2595. The Subject Vehicles are “goods” within the meaning of Ark. Code Ann. § 4-88-20 102(4).

2596. The Arkansas Deceptive Trade Practice Act (“Arkansas DTPA”) makes unlawful “[d]eceptive and unconscionable trade practices,” which include, but are not limited to, a list of enumerated items, including “[e]ngaging in any other unconscionable, false, or deceptive act or practice in business, commerce, or trade[.]” Ark. Code Ann. § 4-88-107(a)(10). The Arkansas DTPA also prohibits the following when utilized in connection with the sale or advertisement of

any goods: “(1) The act, use, or employment by any person of any deception, fraud, or false pretense; or (2) The concealment, suppression, or omission of any material fact with intent that others rely upon the concealment, suppression, or omission.” Ark. Code Ann. § 4-88-108.

2597. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch, and Sergio Marchionne, through their agents, employees, and/or subsidiaries, violated the Arkansas DTPA.

2598. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively misrepresented the environmental friendliness and emissions of the Subject Vehicles through the EcoDiesel badge—a material fact that was false because the Defendants developed and installed emission cheating components in the Subject Vehicles that caused them to pollute excessively in real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and pervasive consumer communications, the Subject Vehicles’ fuel efficiency and performance, and the Defendants concealed that the fuel efficiency and performance could be achieved only through emission control devices in the Subject Vehicles that caused them to pollute excessively in real-world conditions; and (3) the Defendants developed and installed emission cheating components that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently concealed that fact from regulators and Plaintiffs alike. *See, e.g.*, ¶¶ 149-216; 337-357. In so doing, and by marketing, offering for sale, and selling the defective Subject Vehicles, Defendants engaged in one or more of the following unfair or deceptive acts or practices as defined in Ark. Code Ann. §§ 4-88-107 -108:

K. Representing that the Subject Vehicles have approval, characteristics, uses, or benefits that they do not have;

L. Representing that the Subject Vehicles are of a particular standard, quality and grade when they are not;

1
2 M. Advertising the Subject Vehicles with the intent not to sell or lease them as
3 advertised; and/or

4
5 N. Using or employing deception, fraud, false pretense, false promise or
6 misrepresentation, or the concealment, suppression or omission of a material fact with
7 intent that others rely upon such concealment, suppression or omission, in connection
8 with the advertisement and sale/ lease of the Subject Vehicles, whether or not any person
9 has in fact been misled, deceived or damaged thereby.

10
11 2599. Defendants' scheme and concealment of the true characteristics of the EcoDiesel®
12 emission control system were material to Plaintiff, as Defendants intended. Had they known the
13 truth, Plaintiff would not have purchased or leased the Subject Vehicles, or—if the Subject
14 Vehicles' true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—
15 would have paid significantly less for them.

16 2600. Plaintiffs had no way of discerning that Defendants' representations were false and
17 misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose,
18 because Defendants' emission control software was extremely sophisticated technology. Plaintiffs
19 did not, and could not, unravel Defendants' deception on their own.

20 2601. Defendants had an ongoing duty to Plaintiffs to refrain from unfair and deceptive
21 practices under the Arkansas DTPA in the course of their business. Specifically, Defendants owed
22 Plaintiff a duty to disclose all the material facts concerning the EcoDiesel® emission control
23 system because they possessed exclusive knowledge, they intentionally concealed it from the
24 Plaintiffs, and/or they made misrepresentations that were rendered misleading because they were
25 contradicted by withheld facts.

26 2602. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate
27 result of Defendants' concealment, misrepresentations, and/or failure to disclose material

1 information.

2 2603. Defendants' violations present a continuing risk to the Plaintiffs, as well as to the
3 general public. Defendants' unlawful acts and practices complained of herein affect the public
4 interest.

5 2604. Plaintiffs seek an order enjoining Defendants' unfair and/or deceptive acts or
6 practices, and awarding damages pursuant to Ark. Code Ann. § 4-88-13(f), and any other just and
7 proper relief available under the Arkansas DTPA.

8
9 **VIOLATIONS OF THE CONSUMER LEGAL REMEDIES ACT**
10 **(Cal. Civ. Code § 1750, *et seq.*)**
11

12 2605. Plaintiffs incorporate by reference each preceding paragraph as though fully set
13 forth herein.

14 2606. Plaintiffs, Kent Jenkins, Albert and Sharon Overholtzer, Jeff Strong, Gordon
15 Hunter and Shawnda Bays, Ryan King, Malissa and Pete Teriele, Robert and Elva Magallon,
16 David Meienburg, Blake and Susan Weinstein, Linda Lawrence, Andrew Bleier, Mark Armstrong,
17 Mark and Morgan Souza, David Ngo, Ricky Jensen, (for the purpose of this section, "Plaintiffs")
18 bring this action on behalf of themselves against all Defendants.

19 2607. Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, Sergio Marchionne, and
20 Plaintiffs are "persons" within the meaning of Cal. Civ. Code § 1761(c). Plaintiffs are "consumers"
21 within the meaning of Cal. Civ. Code § 1761(d).

22 2608. The California Legal Remedies Act ("CLRA") prohibits "unfair or deceptive acts
23 or practices undertaken by any person in a transaction intended to result or which results in the sale

1 or lease of goods or services to any consumer[.]” Cal. Civ. Code § 1770(a).

2 2609. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch, and
3 Marchionne, through their agents, employees, and/or subsidiaries, violated the CLRA.

4 2610. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively
5 misrepresented the environmental friendliness and emissions of the Subject Vehicles through the
6 EcoDiesel badge—a material fact that was false because the Defendants developed and installed
7 emission cheating components in the Subject Vehicles that caused them to pollute excessively in
8 real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and
9 pervasive consumer communications, the Subject Vehicles’ fuel efficiency and performance, and
10 the Defendants concealed that the fuel efficiency and performance could be achieved only through
11 emission control devices in the Subject Vehicles that caused them to pollute excessively in real-
12 world conditions; and (3) the Defendants developed and installed emission cheating components
13 that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently
14 concealed that fact from regulators and Plaintiffs alike. In so doing, and by Defendants engaged in
15 one or more of the following unfair or deceptive acts or practices as defined in Cal. Civ. Code §
16 1770(a):

17 A. Representing that the Subject Vehicles have approval, characteristics, uses, or benefits
18 that they do not have;

19
20 B. Representing that the Subject Vehicles are of a particular standard, quality and grade
21 when they are not; and/or

22
23 C. Advertising the Subject Vehicles with the intent not to sell or lease them as advertised.
24

25 2611. Defendants’ scheme and concealment of the true characteristics of the EcoDiesel®
26 emission control system were material to Plaintiffs, as Defendants intended. Had they known the

1 truth, Plaintiffs would not have purchased or leased the Subject Vehicles, or—if the Subject
2 Vehicles’ true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—
3 would have paid significantly less for them.

4 2612. Plaintiffs had no way of discerning that Defendants’ representations were false and
5 misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose,
6 because Defendants’ emission control software was extremely sophisticated technology. Plaintiffs
7 did not, and could not, unravel Defendants’ deception on their own.

8 2613. Defendants had an ongoing duty to Plaintiffs to refrain from unfair and deceptive
9 practices under the California CLRA in the course of their business. Specifically, Defendants owed
10 Plaintiffs a duty to disclose all the material facts concerning the EcoDiesel® emission control
11 system because they possessed exclusive knowledge, they intentionally concealed it from
12 Plaintiffs, and/or they made misrepresentations that were rendered misleading because they were
13 contradicted by withheld facts.

14 2614. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate
15 result of Defendants’ concealment, misrepresentations, and/or failure to disclose material
16 information.

17 2615. Defendants’ violations present a continuing risk to Plaintiffs, as well as to the
18 general public. Defendants’ unlawful acts and practices complained of herein affect the public
19 interest.

20 2616. Pursuant to Cal. Civ. Code § 1780(a), Plaintiffs seek an order enjoining Defendants’
21 unfair and/or deceptive acts or practices, and awarding damages, punitive damages, and any other
22 just and proper relief available under the CLRA. Under Cal. Civ. Code § 1780(b), Plaintiffs seeks

1 an additional award against Defendants of up to \$5,000 for each member who qualifies as a “senior
 2 citizen” or “disabled person” under the CLRA. Defendants knew or should have known that their
 3 conduct was directed to one or more Plaintiff who is a senior citizens or disabled persons.
 4 Defendants’ conduct caused one or more of these senior citizens or disabled persons to suffer a
 5 substantial loss of property set aside for retirement or for personal or family care and maintenance,
 6 or assets essential to the health or welfare of the senior citizen or disabled person. One or more
 7 Plaintiff who is a senior citizen or disabled person is substantially more vulnerable to Defendants’
 8 conduct because of age, poor health or infirmity, impaired understanding, restricted mobility, or
 9 disability, and each of them suffered substantial physical, emotional, or economic damage
 10 resulting from Defendants’ conduct.

11 2617. Plaintiffs, to be named at a later date, will send a notice letter to FCA US LLC
 12 complying with Cal. Civ. Code § 1780(b). All Defendants will be provided notice of the issues
 13 raised in this count and this Complaint by the governmental investigations, the numerous
 14 complaints filed against them, and the many individual notice letters to be sent by Plaintiffs within
 15 a reasonable amount of time after the allegations of Subject Vehicle defects became public. Should
 16 Defendants fail to remedy their unlawful conduct within the requisite time period, Plaintiffs seek
 17 all damages and relief to which Plaintiffs are entitled.

18 **UNLAWFUL, UNFAIR, OR FRAUDULENT BUSINESS**
 19 **PRACTICES UNDER THE CALIFORNIA UNFAIR COMPETITION LAW**
 20 **(Cal. Bus. & Prof. Code § 17200, *et seq.*)**
 21

22 2618. Plaintiffs incorporates by reference each preceding paragraph as though fully set
 23 forth herein.

24 2619. Plaintiffs, Kent Jenkins, Albert and Sharon Overholtzer, Jeff Strong, Gordon

Hunter and Shawnda Bays, Ryan King, Malissa and Pete Teriele, Robert and Elva Magallon, David Meienburg, Blake and Susan Weinstein, Linda Lawrence, Andrew Bleier, Mark Armstrong, Mark and Morgan Souza, David Ngo, Ricky Jensen, (for the purpose of this section, “Plaintiffs”) bring this action on behalf of themselves against all Defendants.

2620. California’s Unfair Competition Law (“UCL”), Business and Professions Code § 17200, prohibits any “unlawful, unfair, or fraudulent business act or practices.”

2621. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively misrepresented the environmental friendliness and emissions of the Subject Vehicles through the EcoDiesel badge—a material fact that was false because the Defendants developed and installed emission cheating components in the Subject Vehicles that caused them to pollute excessively in real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and pervasive consumer communications, the Subject Vehicles’ fuel efficiency and performance, and the Defendants concealed that the fuel efficiency and performance could be achieved only through emission control devices in the Subject Vehicles that caused them to pollute excessively in real-world conditions; and (3) the Defendants developed and installed emission cheating components that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently concealed that fact from regulators and Plaintiffs alike. In so doing, Fiat, FCA, VM Motori, Bosch GmbH, Bosch LLC, and Marchionne have engaged in at least the following unlawful, fraudulent, and unfair business acts and practices in violation of the UCL:

D. By knowingly and intentionally concealing from Plaintiffs that the Subject Vehicles suffer from a design defect while obtaining money from Plaintiffs;

E. By marketing Subject Vehicles as possessing functional and defect-free, “clean” diesel engine systems; and

F. By violating both federal and California laws, including the federal RICO statute

1 and California laws governing vehicle emissions and emission testing requirements.

2
3 2622. Defendants' cheating scheme and concealment of the true characteristics of the
4 EcoDiesel emission control system were material to Plaintiffs, and Defendants misrepresented,
5 concealed, or failed to disclose the truth with the intention that consumers would rely on the
6 misrepresentations, concealments, and omissions. Had they known the truth, Plaintiffs who
7 purchased or leased the Subject Vehicles would not have purchased or leased them at all or—if
8 the Vehicles' true nature had been disclosed and mitigated, and the Vehicles rendered legal to
9 sell—would have paid significantly less for them.

10 2623. 1908. Plaintiffs suffered ascertainable loss and actual damages as a direct and
11 proximate result of Defendants' misrepresentations and their concealment of and failure to disclose
12 material information. Pursuant to Cal. Bus. & Prof. Code § 17200, Plaintiffs seek an order
13 enjoining Defendants' unfair and/or deceptive acts or practices, any such orders or judgments as
14 may be necessary to restore to Plaintiffs any money acquired by unfair competition, including
15 restitution and/or restitutionary disgorgement, as provided in Cal. Bus. & Prof. Code §§ 17203 and
16 3345, and any other just and proper relief available under the California UCL.

17
18 **FALSE ADVERTISING UNDER THE CALIFORNIA**
19 **UNFAIR COMPETITION LAW**
20 **(Cal. Bus. & Prof. Code § 17500, *et seq.*)**
21

22 2624. Plaintiffs incorporates by reference all preceding allegations as though fully set
23 forth herein.

24 2625. Plaintiffs, Kent Jenkins, Albert and Sharon Overholtzer, Jeff Strong, Gordon
25 Hunter and Shawnda Bays, Ryan King, Malissa and Pete Teriele, Robert and Elva Magallon,

1 David Meienburg, Blake and Susan Weinstein, Linda Lawrence, Andrew Bleier, Mark Armstrong,
2 Mark and Morgan Souza, David Ngo, Ricky Jensen, (for the purpose of this section, “Plaintiffs”)
3 bring this action on behalf of themselves against FCA, Fiat, Marchionne, Bosch LLC, Bosch
4 GmbH, and VM Motori.

5 2626. California Bus. & Prof. Code § 17500 states: “It is unlawful for any person, ...
6 corporation ...or any employee thereof with intent directly or indirectly to dispose of real or
7 personal property... or to induce the public to enter into any obligation relating thereto, to make
8 or disseminate or cause to be made or disseminated ... before the public in this state or from this
9 state before the public in any state, in any newspaper or other publication, or any advertising
10 device, ... or in any other manner or means whatever, including over the Internet, any statement
11 ... which is untrue or misleading, and which is known, or which by the exercise of reasonable care
12 should be known, to be untrue or misleading.”

13 2627. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively
14 misrepresented the environmental friendliness and emissions of the Subject Vehicles through the
15 EcoDiesel badge—a material fact that was false because the Defendants developed and installed
16 emission cheating components in the Subject Vehicles that caused them to pollute excessively in
17 real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and
18 pervasive consumer communications, the Subject Vehicles’ fuel efficiency and performance, and
19 the Defendants concealed that the fuel efficiency and performance could be achieved only through
20 emission control devices in the Subject Vehicles that caused them to pollute excessively in real-
21 world conditions; and (3) the Defendants developed and installed emission cheating components
22 that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently
23 concealed that fact from regulators and Plaintiffs alike.

1 2628. FCA, Fiat, and Marchionne; Bosch LLC and Bosch GmbH; and VM Motori, each
2 made or caused to be made and disseminated throughout California and the United States, through
3 advertising, marketing, and other publications, numerous statements that were untrue or
4 misleading, and which were known, or which by the exercise of reasonable care should have been
5 known to each Defendant, to be untrue and misleading to consumers, including Plaintiff and the
6 other California State Plaintiffs. Numerous examples of these statements and advertisements
7 appear throughout this Complaint.

8 2629. Pursuant to Cal. Bus. & Prof. Code § 17500, Plaintiffs seek an order enjoining
9 Defendants' false advertising, any such orders or judgments as may be necessary to restore to
10 Plaintiffs any money acquired by unfair competition, including restitution and/or restitutionary
11 disgorgement, and any other just and proper relief available under the false advertising provisions
12 of the UCL.

13 **FAILURE TO RECALL/RETROFIT UNDER CALIFORNIA LAW**
14 **VIOLATIONS OF THE COLORADO CONSUMER PROTECTION ACT**
15
16

17 2630. Plaintiffs reallege and incorporate by reference all preceding allegations as though
18 fully set forth herein.

19 2631. Plaintiffs, Andrew Rogers, Douglas L. Bay, Jeff Schoonover, Ken Trousdale,
20 Leslie J. Preston, Steve Conklin, William Akins, Kenyon Shephard, Alfred Herrera, Noel Vazquez,
21 Jason Mull, Jorge Villarreal, Joe Castro, Ken Kroschel, Michael Gides, David Coop, Kasey &
22 Ashley Knutson, Todd Dombek, Ernest and Selina Mascarenas, Restoration Services Group Inc.
23 Michael Whittenmore, Ralph Landi, Joshua Herrera, Jason Vermillion, Robert Bank, Daniel and
24 Cynthia Bonifas, Ryan Renfro, Kyle W. Dreas, Roland Begay, Doug Conrad, Frances & Carl

1 Roberts, Jimmie James & Tamara James, (for the purpose of this section, "Plaintiffs") bring this
2 action on behalf of themselves against Fiat and FCA.

3 2632. Fiat Chrysler manufactured, marketed, distributed, sold, or otherwise placed into
4 the stream of U.S. commerce the Subject Vehicles, as set forth above.

5 2633. Defendants knew or reasonably should have known that the Subject Vehicles were
6 dangerous when used in a reasonably foreseeable manner and posed an unreasonable risk.

7 2634. Fiat Chrysler became aware that the Subject Vehicles were dangerous when used
8 in a reasonably foreseeable manner and posed an unreasonable after the Vehicles were sold.

9 2635. Fiat Chrysler failed to recall the Subject Vehicles in a timely manner or warn of the
10 dangers posed by Subject Vehicles.

11 2636. A reasonable manufacturer in same or similar circumstances would have timely and
12 properly recalled the Subject Vehicles.

13 2637. Plaintiffs were harmed by Fiat Chrysler's failure to recall the Subject Vehicles
14 properly and in a timely manner and, as a result, have suffered damages, including their out-of-
15 pocket costs, losses, and inconvenience, and caused by Fiat Chrysler's ongoing failure to properly
16 recall, retrofit, and fully repair the Subject Vehicles.

17 2638. Even in the event of a recall, Plaintiffs have suffered and continue to damages for
18 each day that a recall is delayed.

19 2639. Fiat Chrysler's failure to timely recall the Subject Vehicles was a substantial factor
20 in causing the harm to Plaintiffs as alleged herein.

VIOLATIONS OF THE COLORADO CONSUMER PROTECTION ACT
(Colo. Rev. Stat. § 6-1-101, *et seq.*)

2640. Plaintiffs incorporate by reference each preceding paragraph as though fully set forth herein.

2641. Plaintiffs, Andrew Rogers, Douglas L. Bay, Jeff Schoonover, Ken Trousdale, Leslie J. Preston, Steve Conklin, William Akins, Kenyon Shephard, Alfred Herrera, Noel Vazquez, Jason Mull, Jorge Villarreal, Joe Castro, Ken Kroschel, Michael Gides, David Coop, Casey & Ashley Knutson, Todd Dombek, Ernest and Selina Mascarenas, Restoration Services Group Inc. Michael Whittenmore, Ralph Landi, Joshua Herrera, Jason Vermillion, Robert Bank, Daniel and Cynthia Bonifas, Ryan Renfro, Kyle W. Dreas, Roland Begay, Doug Conrad, Frances & Carl Roberts, Jimmie James & Tamara James, (for the purpose of this section, “Plaintiffs”) bring this action on behalf of themselves against all Defendants.

2642. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, Sergio Marchionne, and Plaintiffs are “persons” within the meaning of § 6-1-102(6) of the Colorado Consumer Protection Act (“Colorado CPA”), Colo. Rev. Stat. § 6-1-101, *et seq.* Plaintiffs are “consumers” within the meaning of Col. Rev. Stat § 6-1-113(1)(a).

2643. The Colorado CPA makes unlawful deceptive trade practices in the course of a person’s business. Defendants engaged in deceptive trade practices prohibited by the Colorado CPA, including: (1) knowingly making a false representation as to the characteristics, uses, and benefits of the Subject Vehicles that had the capacity or tendency to deceive Plaintiffs; (2) representing that the Subject Vehicles are of a particular standard, quality, and grade even though FCA knew or should have known they are not; (3) advertising the Subject Vehicles with the intent not to sell them as advertised; and (4) failing to disclose material information concerning the

1 Subject Vehicles that was known to FCA at the time of advertisement or sale with the intent to
2 induce Plaintiffs to purchase, lease or retain the Subject Vehicles.

3 2644. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch, and
4 Marchionne, through their agents, employees, and/or subsidiaries, violated the Colorado CPA.

5 2645. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively
6 misrepresented the environmental friendliness and emissions of the Subject Vehicles through the
7 EcoDiesel badge—a material fact that was false because the Defendants developed and installed
8 emission cheating components in the Subject Vehicles that caused them to pollute excessively in
9 real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and
10 pervasive consumer communications, the Subject Vehicles’ fuel efficiency and performance, and
11 the Defendants concealed that the fuel efficiency and performance could be achieved only through
12 emission control devices in the Subject Vehicles that caused them to pollute excessively in real-
13 world conditions; and (3) the Defendants developed and installed emission cheating components
14 that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently
15 concealed that fact from regulators and Plaintiffs alike. In so doing, and by marketing, offering for
16 sale, and selling the defective Subject Vehicles, Defendants engaged in one or more of the
17 following unfair or deceptive acts or practices as defined in Colo. Rev. Stat. § 6-1-105:

18 G. Representing that the Subject Vehicles have approval, characteristics, uses, or
19 benefits that they do not have;

20
21 H. Representing that the Subject Vehicles are of a particular standard, quality and grade
22 when they are not;

23
24 I. Advertising the Subject Vehicles with the intent not to sell or lease them as
25 advertised; and/or

26
27 J. Failing to disclose material information concerning the Subject Vehicles known to
28 Defendants at the time of advertisement or sale, with the intention of inducing Plaintiffs to

1 purchase or lease the vehicles.
2

3 2646. Defendants' scheme and concealment of the true characteristics of the EcoDiesel®
4 emission control system were material to Plaintiffs, as Defendants intended. Had they known the
5 truth, Plaintiffs would not have purchased or leased the Subject Vehicles, or—if the Subject
6 Vehicles' true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—
7 would have paid significantly less for them.

8 2647. Plaintiffs had no way of discerning that Defendants' representations were false and
9 misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose,
10 because Defendants' emission control software was extremely sophisticated technology. Plaintiffs
11 did not, and could not, unravel Defendants' deception on their own.

12 2648. Defendants had an ongoing duty to Plaintiffs to refrain from unfair and deceptive
13 practices under the Colorado CPA in the course of their business. Specifically, Defendants owed
14 Plaintiffs a duty Defendants owed Plaintiffs a duty to disclose all the material facts concerning the
15 EcoDiesel® emission control system because they possessed exclusive knowledge, they
16 intentionally concealed it from Plaintiffs, and/or they made misrepresentations that were rendered
17 misleading because they were contradicted by withheld facts.

18 2649. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate
19 result of Defendants' concealment, misrepresentations, and/or failure to disclose material
20 information.

21 2650. Defendants' violations present a continuing risk to Plaintiffs, as well as to the
22 general public. Defendants' unlawful acts and practices complained of herein affect the public
23 interest.

1 2651. Pursuant to Colo. Rev. Stat. § 6-1-113, Plaintiffs seek an order enjoining
2 Defendants' unfair and/or deceptive acts or practices, and awarding damages, treble or punitive
3 damages, and any other just and proper relief available under the Colorado CPA.

4 **VIOLATION OF CONNECTICUT UNLAWFUL TRADE PRACTICES ACT**
5 (Conn. Gen. Stat. § 42-110a, *et seq.*)
6

7 2652. Plaintiffs incorporate by reference each preceding paragraph as though fully set
8 forth herein.

9 2653. Plaintiffs, Sean Conran, Cody Langlois, Robert W. Ford, Todd Ruttura, Robert
10 Perron, III, Kevin Cudgma, Tomas Jakubcak, (for the purpose of this section, "Plaintiff") brings
11 this action on behalf of themselves against all Defendants.

12 2654. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, Sergio Marchionne,
13 Plaintiff, and Plaintiffs are "persons" within the meaning of Conn. Gen. Stat. § 42-110a(3) of the
14 Connecticut Unfair Trade Practices Act ("Connecticut UTPA"). FCA, Fiat, VM Italy, VM
15 America, Bosch GmbH, Bosch LLC, and Marchionne are engaged in "trade" or "commerce"
16 within the meaning of Conn. Gen. Stat. § 42-110a(4).

17 2655. The Connecticut provides: "No person shall engage in unfair methods of
18 competition and unfair or deceptive acts or practices in the conduct of any trade or commerce."
19 Conn. Gen. Stat. § 42-110b(a).

20 2656. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch, and
21 Sergio Marchionne, through their agents, employees, and/or subsidiaries, violated the Connecticut
22 UTPA.

2657. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively misrepresented the environmental friendliness and emissions of the Subject Vehicles through the EcoDiesel badge—a material fact that was false because the Defendants developed and installed emission cheating components in the Subject Vehicles that caused them to pollute excessively in real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and pervasive consumer communications, the Subject Vehicles’ fuel efficiency and performance, and the Defendants concealed that the fuel efficiency and performance could be achieved only through emission control devices in the Subject Vehicles that caused them to pollute excessively in real-world conditions; and (3) the Defendants developed and installed emission cheating components that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently concealed that fact from regulators and Plaintiffs alike. See, e.g., ¶¶ 149-216; 337-357. In so doing, and by Defendants engaged in one or more of the following unfair or deceptive acts or practices in violation of Conn. Gen. Stat. § 42-110b(a):

- A. Causing likelihood of confusion or of misunderstanding as to the approval or certification of the Subject Vehicles;
- B. Representing that the Subject Vehicles have approval, characteristics, uses, or benefits that they do not have;
- C. Representing that the Subject Vehicles are of a particular standard, quality and grade when they are not;
- D. Advertising the Subject Vehicles with the intent not to sell or lease them as advertised;
- E. Engaging in other conduct which created a likelihood of confusion or of misunderstanding; and/or
- F. Using or employing deception, fraud, false pretense, false promise or

misrepresentation, or the concealment, suppression or omission of a material fact with intent that others rely upon such concealment, suppression or omission, in connection with the advertisement and sale/lease of the Subject Vehicles, whether or not any person has in fact been misled, deceived or damaged thereby.

2658. Defendants' scheme and concealment of the true characteristics of the EcoDiesel® emission control system were material to Plaintiff, as Defendants intended. Had they known the truth, Plaintiff would not have purchased or leased the Subject Vehicles, or—if the Subject Vehicles' true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—would have paid significantly less for them.

2659. Plaintiffs had no way of discerning that Defendants' representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose, because Defendants' emission control software was extremely sophisticated technology. Plaintiffs did not, and could not, unravel Defendants' deception on their own.

2660. Defendants had an ongoing duty to Plaintiff to refrain from unfair and deceptive practices under the Connecticut UTPA in the course of their business. Specifically, Defendants owed Plaintiffs a duty to disclose all the material facts concerning the EcoDiesel® emission control system because they possessed exclusive knowledge, they intentionally concealed it from Plaintiff, and/or they made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

2661. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

2662. Defendants' violations present a continuing risk to Plaintiff, as well as to the

1 general public. Defendants' unlawful acts and practices complained of herein affect the public
2 interest.

3 2663. Pursuant to Conn. Gen. Stat. § 42-110g, Plaintiff seek an order enjoining
4 Defendants' unfair and/or deceptive acts or practices, and awarding damages, punitive damages,
5 and any other just and proper relief available under the Connecticut UTPA.

6
7 **VIOLATIONS OF THE DELAWARE CONSUMER FRAUD ACT AND**
8 **DECEPTIVE TRADE PRACTICES ACT**
9 **(6 Del. Code § 2513, *et seq.*, and 6 Del. Code § 2531, *et seq.*)**
10

11 2664. 1949. Plaintiffs incorporate by reference each preceding paragraph as though fully
12 set forth herein.

13 2665. 1950. Plaintiffs, Roy McKenney and those to be named at a later date, (for the
14 purpose of this section, "Plaintiff") brings this action on behalf of the Plaintiffs against all
15 Defendants.

16 2666. 1951. FCA Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, Sergio
17 Marchionne, and Plaintiffs are "persons" within the meaning of 6 Del. Code § 2511(7) and §
18 2531(5).

19 2667. 1952. The Delaware Consumer Fraud Act ("Delaware CFA") makes unlawful the
20 "act, use or employment by any person of any deception, fraud, false pretense, false promise,
21 misrepresentation, or the concealment, suppression, or omission of any material fact with intent
22 that others rely upon such concealment, suppression or omission, in connection with the sale, lease
23 or advertisement of any merchandise, whether or not any person has in fact been misled, deceived
24 or damaged thereby." 6 Del. Code § 2513(a).

1 2668. 1953. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch,
2 and Marchionne, through their agents, employees, and/or subsidiaries, violated the Delaware CFA.

3 2669. 1954. As detailed in the common law fraud allegations: (1) Fiat Chrysler
4 affirmatively misrepresented the environmental friendliness and emissions of the Subject Vehicles
5 through the EcoDiesel badge—a material fact that was false because the Defendants developed
6 and installed emission cheating components in the Subject Vehicles that caused them to pollute
7 excessively in real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and
8 uniform and pervasive consumer communications, the Subject Vehicles' fuel efficiency and
9 performance, and the Defendants concealed that the fuel efficiency and performance could be
10 achieved only through emission control devices in the Subject Vehicles that caused them to pollute
11 excessively in real-world conditions; and (3) the Defendants developed and installed emission
12 cheating components that caused the Subject Vehicles to pollute excessively in real-world
13 conditions, and fraudulently concealed that fact from regulators and Plaintiffs alike. See, e.g., ¶¶
14 149-216; 337-357. In so doing, and by Defendants engaged in one or more of the following
15 unlawful acts or practices prohibited by 6 Del. Code § 2513(a): using or employing deception,
16 fraud, false pretense, false promise or misrepresentation, or the concealment, suppression or
17 omission of a material fact with intent that others rely upon such concealment, suppression or
18 omission, in connection with the advertisement and sale/lease of the Subject Vehicles, whether or
19 not any person has in fact been misled, deceived or damaged thereby.

20 2670. 1955. Defendants also engaged in one or more of the following deceptive trade
21 practices enumerated by the Delaware Deceptive Trade Practices Act at 6 Del. Code § 2532:

22 A. Causing likelihood of confusion or of misunderstanding as to the approval or
23 certification of the Subject Vehicles;
24

1 B. Representing that the Subject Vehicles have approval, characteristics, uses, or benefits
2 that they do not have;

3
4 C. Representing that the Subject Vehicles are of a particular standard, quality and grade
5 when they are not;

6
7 D. Advertising the Subject Vehicles with the intent not to sell or lease them as
8 advertised; and/or

9
10 E. Engaging in other conduct which created a likelihood of confusion or of
11 misunderstanding.

12
13 2671. Defendants' scheme and concealment of the true characteristics of the EcoDiesel®
14 emission control system were material to the Plaintiffs, as Defendants intended. Had they known
15 the truth, the Plaintiffs would not have purchased or leased the Subject Vehicles, or—if the Subject
16 Vehicles' true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—
17 would have paid significantly less for them.

18 2672. Plaintiffs had no way of discerning that Defendants' representations were false and
19 misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose,
20 because Defendants' emission control software was extremely sophisticated technology. Plaintiffs
21 did not, and could not, unravel Defendants' deception on their own.

22 2673. Defendants had an ongoing duty to the Plaintiffs to refrain from unfair and
23 deceptive practices under the Delaware CFA in the course of their business. Specifically,
24 Defendants owed Plaintiffs a duty to disclose all the material facts concerning the EcoDiesel®
25 emission control system because they possessed exclusive knowledge, they intentionally
26 concealed it from the Plaintiffs, and/or they made misrepresentations that were rendered
27 misleading because they were contradicted by withheld facts.

28 2674. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate
29 result of Defendants' concealment, misrepresentations, and/or failure to disclose material

1 information.

2 2675. Defendants' violations present a continuing risk to the Plaintiffs, as well as to the
3 general public. Defendants' unlawful acts and practices complained of herein affect the public
4 interest.

5 2676. The Plaintiffs seeks an order enjoining Defendants' unfair and/or deceptive acts or
6 practices, and awarding damages, punitive or treble damages, and any other just and proper relief
7 available under the Delaware CFA and DTPA (6 Del. Code §§ 2525 and 2533). See, e.g.,
8 *Stephenson v. Capano Dev., Inc.*, 462 A.2d 1069, 1077 (Del. 1983).

9 **VIOLATION OF THE CONSUMER PROTECTION PROCEDURES ACT**
10 **(D.C. Code § 28-3901, *et seq.*)**
11

12 2677. Plaintiffs incorporate by reference each preceding paragraph as though fully set
13 forth herein.

14 2678. Plaintiffs, to be named at a later date, (for the purpose of this section, "Plaintiff")
15 brings this action on behalf of the District of Columbia Plaintiffs against all Defendants.

16 2679. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, Sergio Marchionne,
17 and the District of Columbia Plaintiffs are "persons" within the meaning of D.C. Code § 28-
18 3901(a)(1). The District of Columbia Plaintiffs are "consumers" within the meaning of D.C. Code
19 § 28-3901(1)(2).

20 2680. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, and Marchionne
21 are engaged in "trade practices" within the meaning of D.C. Code § 28-3901.

22 2681. The District of Columbia Consumer Protection Procedures Act ("District of
23 Columbia CPPA") makes unlawful unfair methods of competition and unfair or deceptive acts or
24 practices in the conduct of any trade or commerce. D.C. Code § 28-3901, *et seq.*

25 2682. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch, and

1 Sergio Marchionne, through their agents, employees, and/or subsidiaries, violated the District of
2 Columbia CPPA.

3 2683. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively
4 misrepresented the environmental friendliness and emissions of the Subject Vehicles through the
5 EcoDiesel badge—a material fact that was false because the Defendants developed and installed
6 emission cheating components in the Subject Vehicles that caused them to pollute excessively in
7 real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and
8 pervasive consumer communications, the Subject Vehicles’ fuel efficiency and performance, and
9 the Defendants concealed that the fuel efficiency and performance could be achieved only through
10 emission control devices in the Subject Vehicles that caused them to pollute excessively in real-
11 world conditions; and (3) the Defendants developed and installed emission cheating components
12 that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently
13 concealed that fact from regulators and Plaintiffs alike. In so doing, and by Defendants engaged in
14 one or more of the following unfair or deceptive acts or practices as defined in D.C. Code § 28-
15 3901, *et seq.*:

16 A. Representing that the Subject Vehicles have approval, characteristics, uses, or
17 benefits that they do not have;

18
19 B. Representing that the Subject Vehicles are of a particular standard, quality and grade
20 when they are not; and/or

21
22 C. Advertising the Subject Vehicles with the intent not to sell or lease them as
23 advertised.
24

25 2684. Defendants’ scheme and concealment of the true characteristics of the EcoDiesel®
26 emission control system were material to the District of Columbia Plaintiffs, as Defendants
27 intended. Had they known the truth, the District of Columbia Plaintiffs would not have purchased
28 or leased the Subject Vehicles, or—if the Subject Vehicles’ true nature had been disclosed and

1 mitigated, and the Vehicles rendered legal to sell—would have paid significantly less for them.

2 2685. District of Columbia Plaintiffs had no way of discerning that Defendants’
3 representations were false and misleading, or otherwise learning the facts that Defendants had
4 concealed or failed to disclose, because Defendants’ emission control software was extremely
5 sophisticated technology. District of Columbia Plaintiffs did not, and could not, unravel
6 Defendants’ deception on their own.

7 2686. Defendants had an ongoing duty to the District of Columbia Plaintiffs to refrain
8 from unfair and deceptive practices under the District of Columbia CPPA in the course of their
9 business. Specifically, Defendants owed District of Columbia Plaintiffs a duty to disclose all the
10 material facts concerning the EcoDiesel® emission control system because they possessed
11 exclusive knowledge, they intentionally concealed it from the District of Columbia Plaintiffs,
12 and/or they made misrepresentations that were rendered misleading because they were
13 contradicted by withheld facts.

14 2687. District of Columbia Plaintiffs suffered ascertainable loss and actual damages as a
15 direct and proximate result of Defendants’ concealment, misrepresentations, and/or failure to
16 disclose material information.

17 2688. Defendants’ violations present a continuing risk to the District of Columbia
18 Plaintiffs, as well as to the general public. Defendants’ unlawful acts and practices complained of
19 herein affect the public interest.

20 2689. Pursuant to D.C. Code § 28-3901, the District of Columbia Plaintiffs seek an order
21 enjoining Defendants’ unfair and/or deceptive acts or practices, and awarding damages, treble
22 and/or punitive damages, and any other just and proper relief available under the District of

1 Columbia CPPA.

2 **VIOLATION OF FLORIDA'S UNFAIR & DECEPTIVE**
 3 **TRADE PRACTICES ACT**
 4 **(Fla. Stat. § 501.201, *et seq.*)**
 5

6 2690. Plaintiffs incorporate by reference each preceding paragraph as though fully set
 7 forth herein.

8 2691. Plaintiffs, Changping Wei, Derik Fairchild, Dominick Bianchi, Dozier Holton L.
 9 Browning, III, Jeffrey S. & Brandon M. Woodall, Jeremey Hornack, John Neumayer, Kevin
 10 Morrison, Michael DiVona, Monte Paul & Devera Jean Oberlee, Randall S. Holdaway, Richard
 11 Carr, Roberto Berenguer-Serrano, Sherri Collins, Stephen Swanson, Steven Fitzgerald, Steven
 12 Chauvin, William Patrick, Jr., Gary & Phyllis Marie Luster Anderson, Matthew Luckett, Brian
 13 Ashworth, Dean Allmon, Gilder L. Whitlock, Nicky Herrington, Peter Cacoperdo, Robert Allen,
 14 Ronald Malcolm Macdonald, Ernest Hodgdon, Jeffrey Greenwood, Brandon Crookes, Robert
 15 Bell, Nathan Baisley, Judy & Roland Simmons, Gerald & Sharon Parker, Jimmy Steen, Steven M.
 16 Pender, Janelle & Bryan Wiggins, Allen Keith Peacock, Osvaldo Romero, Robert Elie, Manuel &
 17 Michael Gonzalez, Christofer, Askervold, David Matrinex, Timothy Leathers, Joseph Dick-
 18 Griffith, Martin Mannion, Alonzo Thomas Stone, Mark Edward Harrell, Nicholas M. and Dana
 19 Golowich, Nathan Groom, Charles E. and Carol S. Crozier, Melissa Maldonado, Christina
 20 Kennedy, Judith Mary Bressler, Richard and Nancy Payne, Kimberly Oglesby, Rebecca M. Brace,
 21 Alicia Jean Hicken, Gordon Leroy Patterson, Tim Stewart, Micheas Vannes, Ben Korngold, John
 22 Baker, Brian Kirimdar d/b/a Aquafarm Organics, William Alfred Brown, Jr., Brad Hoben,
 23 Elizabeth Catherine Dunlap, Sergio Braga, David Hanson, Eugenio & Marsha Vargas, Jr., William
 24 & Marlene Loewen, (for the purpose of this section, "Plaintiffs") bring this action on behalf of

1 themselves against all Defendants.

2 2692. Plaintiffs are “consumers” within the meaning of Fla. Stat. § 501.203(7).

3 2693. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, and Sergio
4 Marchionne are engaged in “trade” or “commerce” within the meaning of Fla. Stat. § 501.203(8).

5 2694. The Florida Unfair and Deceptive Trade Practices Act (“FUDTPA”) makes
6 unlawful “[u]nfair methods of competition, unconscionable acts or practices, and unfair or
7 deceptive acts or practices in the conduct of any trade or commerce ...” Fla. Stat. § 501.204(1).

8 2695. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch, and
9 Marchionne, through their agents, employees, and/or subsidiaries, violated the FUDTPA.

10 2696. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively
11 misrepresented the environmental friendliness and emissions of the Subject Vehicles through the
12 EcoDiesel badge—a material fact that was false because the Defendants developed and installed
13 emission cheating components in the Subject Vehicles that caused them to pollute excessively in
14 real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and
15 pervasive consumer communications, the Subject Vehicles’ fuel efficiency and performance, and
16 the Defendants concealed that the fuel efficiency and performance could be achieved only through
17 emission control devices in the Subject Vehicles that caused them to pollute excessively in real-
18 world conditions; and (3) the Defendants developed and installed emission cheating components
19 that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently
20 concealed that fact from regulators and Plaintiffs. In so doing, and by marketing, offering for sale,
21 and selling the defective Subject Vehicles, Defendants engaged in one or more of the following
22 unfair or deceptive acts or practices prohibited by Fla. Stat. § 501.204(1):

- 1 A. Causing likelihood of confusion or of misunderstanding as to the approval or
2 certification of the Subject Vehicles;
3
4 B. Representing that the Subject Vehicles have approval, characteristics, uses, or benefits
5 that they do not have;
6
7 C. Representing that the Subject Vehicles are of a particular standard, quality and grade
8 when they are not;
9
10 D. Advertising the Subject Vehicles with the intent not to sell or lease them as advertised;
11
12 E. Engaging in other conduct which created a likelihood of confusion or of
13 misunderstanding; and/or
14
15 F. Using or employing deception, fraud, false pretense, false promise or
16 misrepresentation, or the concealment, suppression or omission of a material fact with
17 intent that others rely upon such concealment, suppression or omission, in connection
18 with the advertisement and sale/lease of the Subject Vehicles, whether or not any person
19 has in fact been misled, deceived or damaged thereby.
20

21 2697. Defendants' scheme and concealment of the true characteristics of the EcoDiesel®
22 emission control system were material to Plaintiffs, as Defendants intended. Had they known the
23 truth, Plaintiffs would not have purchased or leased the Subject Vehicles, or—if the Subject
24 Vehicles' true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—
25 would have paid significantly less for them.

26 2698. Plaintiffs had no way of discerning that Defendants' representations were false and
27 misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose,
28 because Defendants' emission control software was extremely sophisticated technology. did not,
29 and could not, unravel Defendants' deception on their own.

30 2699. Defendants had an ongoing duty to Plaintiffs to refrain from unfair and deceptive
31 practices under the FUDTPA in the course of their business. Specifically, Defendants owed
32 Plaintiffs a duty to disclose all the material facts concerning the EcoDiesel® emission control

1 system because they possessed exclusive knowledge, they intentionally concealed it from
2 Plaintiffs, and/or they made misrepresentations that were rendered misleading because they were
3 contradicted by withheld facts.

4 2700. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate
5 result of Defendants' concealment, misrepresentations, and/or failure to disclose material
6 information.

7 2701. Defendants' violations present a continuing risk to Plaintiffs, as well as to the
8 general public. Defendants' unlawful acts and practices complained of herein affect the public
9 interest.

10 2702. Pursuant to Fla. Stat. §§ 501.2105(1)-(2), Plaintiffs seek an order enjoining
11 Defendants' unfair and/or deceptive acts or practices, and awarding damages and any other just
12 and proper relief available under the FUDTPA.

13 **VIOLATIONS OF GEORGIA'S UNIFORM**
14 **DECEPTIVE TRADE PRACTICES ACT**
15 **(Ga. Code Ann. § 10-1-370, *et seq.*)**
16

17 2703. Plaintiff incorporates by reference each preceding paragraph as though fully set
18 forth herein.

19 2704. Plaintiffs, Dana L. Gregory, Chad Trahan, Englebert Cherrington, Marcel
20 Lamoureux, Randall and Melissa Westmoreland, Micah Hill, Edwin B. Holton, John Victor Lowe,
21 Brian Kicak, Christopher Tucker, Michael A. Scott, Sam Ussery, Seymour Bidwell, Christian
22 Lizama, Anthony J. Eiermann, Brandon and Katherine Horton, Wayne Guyer, William Hunt, Judy
23 and Tom Crawford, Michael Cash, Vincent Princeotto, Tyler Perkins, Richard Carr, Roger Mack,
24 Maurice Johnson, Brody Sheppard, Robert Pitts Jr, Duane E. Morton Sr, Stanley E Lowe, Allen

1 Marcus Hutcheson, Donald Gilman, Dan Gravitt, George Graham, David Cich, Damian L.
2 Sigman, Claude Akley, Christopher Collins, Scott Harrington, Calvin Ball d/b/a Tower
3 Construction Co., Dawnetta Janene Holladay, (for the purpose of this section, “Plaintiffs”) bring
4 this action on behalf of themselves against all Defendants.

5 2705. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, Sergio Marchionne,
6 and Plaintiffs are “persons” within the meaning of Georgia Uniform Deceptive Trade Practices
7 Act (“Georgia UDTPA”), Ga. Code. Ann. § 10-1- 371(5).

8 2706. The Georgia UDTPA prohibits any “deceptive trade practices,” which include
9 misrepresenting the “standard, quality, or grade” of goods or services, and engaging “in any other
10 conduct which similarly creates a likelihood of confusion or of misunderstanding.” Ga. Code. 19
11 Ann. § 10-1-372(a).

12 2707. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively
13 misrepresented the environmental friendliness and emissions of the Subject Vehicles through the
14 EcoDiesel badge—a material fact that was false because the Defendants developed and installed
15 emission cheating components in the Subject Vehicles that caused them to pollute excessively in
16 real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and
17 pervasive consumer communications, the Subject Vehicles’ fuel efficiency and performance, and
18 the Defendants concealed that the fuel efficiency and performance could be achieved only through
19 emission control devices in the Subject Vehicles that caused them to pollute excessively in real-
20 world conditions; and (3) the Defendants developed and installed emission cheating components
21 that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently
22 concealed that fact from regulators and Plaintiffs alike. *See, e.g.*, ¶¶ 149-216; 337-357. Defendants’

1 deceptive conduct violates the Georgia UDPTA in at least the following ways:

2 A. Causing likelihood of confusion or of misunderstanding as to the approval or
3 certification of the Subject Vehicles;

4
5 B. Representing that the Subject Vehicles have characteristics, uses, or benefits that
6 they do not have;

7
8 C. Representing that the Subject Vehicles are of a particular standard, quality and grade
9 when they are not;

10
11 D. Advertising the Subject Vehicles with the intent not to sell or lease them as
12 advertised; and

13
14 E. Engaging in other conduct which created a likelihood of confusion or of
15 misunderstanding.
16

17 2708. Defendants' cheating scheme and concealment of the true characteristics of the
18 EcoDiesel emission control system were material to Plaintiffs, and Defendants misrepresented,
19 concealed, or failed to disclose the truth with the intention that consumers would rely on the
20 misrepresentations, concealments, and omissions. Had they known the truth, Plaintiffs who
21 purchased or leased the Subject Vehicles would not have purchased or leased them at all or—if
22 the Vehicles' true nature had been disclosed and mitigated, and the Vehicles rendered legal to
23 sell—would have paid significantly less for them.

24 2709. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate
25 result of Defendants' misrepresentations and their concealment of and failure to disclose material
26 information.

27 2710. Pursuant to Ga. Code. Ann § 10-1-373, Plaintiffs seek an order enjoining
28 Defendants' unfair and/or deceptive acts or practices and any other just and proper relief
29 available under the Georgia UDTPA.
30

VIOLATIONS OF GEORGIA’S FAIR BUSINESS PRACTICES ACT
(Ga. Code Ann. § 10-1-390, *et seq.*)

2711. Plaintiffs incorporate by reference each preceding paragraph as though fully set forth herein.

2712. Plaintiffs, Dana L. Gregory, Chad Trahan, Englebert Cherrington, Marcel Lamoureux, Randall and Melissa Westmoreland, Micah Hill, Edwin B. Holton, John Victor Lowe, Brian Kicak, Christopher Tucker, Michael A. Scott, Sam Ussery, Seymour Bidwell, Christian Lizama, Anthony J. Eiermann, Brandon and Katherine Horton, Wayne Guyer, William Hunt, Judy and Tom Crawford, Michael Cash, Vincent Princeotto, Tyler Perkins, Richard Carr, Roger Mack, Maurice Johnson, Brody Sheppard, Robert Pitts Jr, Duane E. Morton Sr, Stanley E Lowe, Allen Marcus Hutcheson, Donald Gilman, Dan Gravitt, George Graham, David Cich, Damian L. Sigman, Claude Akley, Christopher Collins, Scott Harrington, Calvin Ball d/b/a Tower Construction Co., Dawnetta Janene Holladay (for the purpose of this section, “Plaintiffs”) bring this action on behalf of themselves against all Defendants.

2713. The Georgia Fair Business Practices Act (“Georgia FBPA”) declares “[u]nfair or deceptive acts or practices in the conduct of consumer transactions and consumer acts or practices in trade or commerce” to be unlawful. Ga. Code. Ann. § 10-1-393(a).

2714. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch, and Sergio Marchionne, through their agents, employees, and/or subsidiaries, violated the Georgia FBPA.

2715. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively misrepresented the environmental friendliness and emissions of the Subject Vehicles through the

1 EcoDiesel badge—a material fact that was false because the Defendants developed and installed
 2 emission cheating components in the Subject Vehicles that caused them to pollute excessively in
 3 real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and
 4 pervasive consumer communications, the Subject Vehicles’ fuel efficiency and performance, and
 5 the Defendants concealed that the fuel efficiency and performance could be achieved only through
 6 emission control devices in the Subject Vehicles that caused them to pollute excessively in real-
 7 world conditions; and (3) the Defendants developed and installed emission cheating components
 8 that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently
 9 concealed that fact from regulators and Plaintiffs alike. In so doing, and by marketing, offering for
 10 sale, and selling the defective Subject Vehicles, Defendants engaged in one or more of the
 11 following unfair or deceptive acts or practices as defined in Ga. Code. Ann. § 10-1-393(b):

12
 13 A. Causing confusion or of misunderstanding as to the approval or certification of the
 14 Subject Vehicles;

15
 16 B. Representing that the Subject Vehicles have approval, characteristics, uses, or
 17 benefits that they do not have;

18
 19 C. Representing that the Subject Vehicles are of a particular standard, quality and grade
 20 when they are not; and/or

21
 22 D. Advertising the Subject Vehicles with the intent not to sell or lease them as
 23 advertised.
 24

25 2716. Defendants’ scheme and concealment of the true characteristics of the EcoDiesel®
 26 emission control system were material to Plaintiffs, as Defendants intended. Had they known the
 27 truth, Plaintiffs would not have purchased or leased the Subject Vehicles, or—if the Subject
 28 Vehicles’ true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—
 29 would have paid significantly less for them.

1 2717. Plaintiffs had no way of discerning that Defendants' representations were false and
2 misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose,
3 because Defendants' emission control software was extremely sophisticated technology. Plaintiffs
4 did not, and could not, unravel Defendants' deception on their own.

5 2718. Defendants had an ongoing duty to Plaintiffs to refrain from unfair and deceptive
6 practices under the Georgia FBPA in the course of their business. Specifically, Defendants owed
7 Plaintiffs a duty to disclose all the material facts concerning the EcoDiesel® emission control
8 system because they possessed exclusive knowledge, they intentionally concealed it from
9 Plaintiffs, and/or they made misrepresentations that were rendered misleading because they were
10 contradicted by withheld facts.

11 2719. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate
12 result of Defendants' concealment, misrepresentations, and/or failure to disclose material
13 information.

14 2720. Defendants' violations present a continuing risk to Plaintiffs, as well as to the
15 general public. Defendants' unlawful acts and practices complained of herein affect the public
16 interest.

17 2721. Pursuant to Ga. Code. Ann. § 10-1-399, Plaintiffs seek an order enjoining
18 Defendants' unfair and/or deceptive acts or practices, and awarding any other just and proper relief
19 available under the Georgia FBPA.

20 2722. Per the State Pre-suit requirements notifications have been prepared to FCA US
21 LLC complying with Ga. Code. Ann. § 10-1-399(b). Additionally, all Defendants were provided
22 notice of the issues raised in this count and this Complaint by the governmental investigations, the

1 numerous complaints filed against them, and the many individual notice letters sent by Plaintiffs
 2 within a reasonable amount of time after the allegations of Subject Vehicle defects became public.
 3 Because Defendants failed to remedy their unlawful conduct within the requisite time period,
 4 Plaintiffs seek all damages and relief to which Plaintiff and the Georgia State are entitled.

5 **UNFAIR AND DECEPTIVE ACTS IN**
 6 **VIOLATION OF HAWAII LAW**
 7 **(Haw. Rev. Stat. § 480, *et seq.*)**
 8

9 2723. Plaintiffs incorporate by reference each preceding paragraph as though fully set
 10 forth herein.

11 2724. Plaintiffs, Ronald Goca Maryam Khayami, (for the purpose of this section,
 12 “Plaintiffs”) bring this action on behalf of the Plaintiffs against all Defendants.

13 2725. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, Sergio Marchionne,
 14 Plaintiffs are “persons” within the meaning of Haw. Rev. Stat. § 480-1. The Plaintiffs are
 15 “consumers” within the meaning of Haw. 27 Rev. Stat. § 480-1.

16 2726. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, and Marchionne
 17 are engaged in trade or commerce.

18 2727. The Hawaii Act prohibits “unfair methods of competition and unfair or deceptive
 19 acts or practices in the conduct of any trade or commerce....” Haw. Rev. Stat. § 480-2(a).

20 2728. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch, and
 21 Sergio Marchionne, through their agents, employees, and/or subsidiaries, violated the Hawaii Act.

22 2729. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively
 23 misrepresented the environmental friendliness and emissions of the Subject Vehicles through the

EcoDiesel badge—a material fact that was false because the Defendants developed and installed emission cheating components in the Subject Vehicles that caused them to pollute excessively in real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and pervasive consumer communications, the Subject Vehicles’ fuel efficiency and performance, and the Defendants concealed that the fuel efficiency and performance could be achieved only through emission control devices in the Subject Vehicles that caused them to pollute excessively in real-world conditions; and (3) the Defendants developed and installed emission cheating components that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently concealed that fact from regulators and Plaintiffs alike. In so doing, and by marketing, offering for sale, and selling the defective Subject Vehicles, Defendants engaged in one or more of the following unfair or deceptive acts or practices in violation of § 480-2(a):

A. Causing likelihood of confusion or of misunderstanding as to the approval or certification of the Subject Vehicles;

B. Representing that the Subject Vehicles have approval, characteristics, uses, or benefits that they do not have;

C. Representing that the Subject Vehicles are of a particular standard, quality and grade when they are not;

D. Advertising the Subject Vehicles with the intent not to sell or lease them as advertised;

E. Engaging in other conduct which created a likelihood of confusion or of misunderstanding; and/or

F. Using or employing deception, fraud, false pretense, false promise or misrepresentation, or the concealment, suppression or omission of a material fact with intent that others rely upon such concealment, suppression or omission, in connection with the advertisement and sale/lease of the Subject Vehicles, whether or not any person has in fact been misled, deceived or damaged thereby.

2730. Defendants’ scheme and concealment of the true characteristics of the EcoDiesel®

1 emission control system were material to the Plaintiffs, as Defendants intended. Had they known
2 the truth, the Plaintiffs would not have purchased or leased the Subject Vehicles, or—if the Subject
3 Vehicles’ true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—
4 would have paid significantly less for them.

5 2731. Plaintiffs had no way of discerning that Defendants’ representations were false and
6 misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose,
7 because Defendants’ emission control software was extremely sophisticated technology. Plaintiffs
8 did not, and could not, unravel Defendants’ deception on their own.

9 2732. Defendants had an ongoing duty to the Plaintiffs to refrain from unfair and
10 deceptive practices under the Hawaii Act in the course of their business. Specifically, Defendants
11 owed Plaintiffs a duty to disclose all the material facts concerning the EcoDiesel® emission control
12 system because they possessed exclusive knowledge, they intentionally concealed it from the
13 Plaintiffs, and/or they made misrepresentations that were rendered misleading because they were
14 contradicted by withheld facts.

15 2733. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate
16 result of Defendants’ concealment, misrepresentations, and/or failure to disclose material
17 information.

18 2734. Defendants’ violations present a continuing risk to the Plaintiffs, as well as to the
19 general public. Defendants’ unlawful acts and practices complained of herein affect the public
20 interest.

21 2735. Pursuant to Haw. Rev. Stat. § 480-13, the Plaintiffs seek an order enjoining
22 Defendants’ unfair and/or deceptive acts or practices, and awarding damages, punitive damages,

1 and any other just and proper relief available under the Hawaii Act.

2 2736. Under Haw. Rev. Stat. § 480-13.5, the Plaintiffs seek an additional award against
3 Defendants of up to \$10,000 for each Plaintiffs who qualifies as a Hawaiian elder under the Hawaii
4 Act. Defendants knew or should have known that their conduct was directed to one or more
5 Plaintiffs who are elders. Defendants' conduct caused one or more of these elders to suffer a
6 substantial loss of property set aside for retirement or for personal or family care and maintenance,
7 or assets essential to the health or welfare of the elder. One or more Plaintiffs who are elders are
8 substantially more vulnerable to Defendants' conduct because of age, poor health or infirmity,
9 impaired understanding, restricted mobility, or disability, and each of them suffered substantial
10 physical, emotional, or economic damage resulting from Defendants' conduct.

11 **VIOLATIONS OF THE IDAHO CONSUMER PROTECTION ACT**
12 **(Idaho Code § 48-601, *et seq.*)**

13 2737. Plaintiffs incorporate by reference each preceding paragraph as though fully set
14 forth herein.

15 2738. Plaintiffs, James & Linda Watkins, Larry Maxa, Neil Durrant, Tommy H. Brown,
16 Kilo & Natalie Varble, Alex Lopez, Alvin McCoy, Michael Shaak & Susie Patterson, Kris A.
17 Shepherd, Beverly Gayle VanArkel, Tim and LeAnne Kindred, Leroy and Shalada Bengtson,
18 Andriy Kharchenko, Mark Hathaway, Jason Dibben, Mike Karpowitz, Kenneth and Amanda
19 Hancock, Dennis and Dianna Wallace Little, Niles Jeremy Behler, Nicholas & Samantha Linde,
20 Chris & Kimberly Wilkinson, Scott Witherow, Steve Staley, Weldon Irvin, Lannis Harold
21 Allmaras, Adrienne Dunford & Jason Blacker, Jeremy Steves d/b/a JJ Flooring, (for the purpose
22 of this section, "Plaintiffs") bring this action on behalf of themselves against all Defendants.

23 2739. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, Sergio Marchionne,

1 and Plaintiffs are “persons” within the meaning Idaho Code § 48-602(1).

2 2740. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, and Marchionne
3 are engaged in “trade” or “commerce” within the meaning of Idaho Code § 48-602(2).

4 2741. The Idaho Consumer Credit and Protection Act (“Idaho CPA”) makes unlawful
5 misleading, false, or deceptive acts.

6 2742. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch, and
7 Marchionne, through their agents, employees, and/or subsidiaries, violated the Idaho CPA.

8 2743. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively
9 misrepresented the environmental friendliness and emissions of the Subject Vehicles through the
10 EcoDiesel badge—a material fact that was false because the Defendants developed and installed
11 emission cheating components in the Subject Vehicles that caused them to pollute excessively in
12 real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and
13 pervasive consumer communications, the Subject Vehicles’ fuel efficiency and performance, and
14 the Defendants concealed that the fuel efficiency and performance could be achieved only through
15 emission control devices in the Subject Vehicles that caused them to pollute excessively in real-
16 world conditions; and (3) the Defendants developed and installed emission cheating components
17 that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently
18 concealed that fact from regulators and Plaintiffs alike. See, e.g., ¶¶ 149-216; 337-357. In so doing,
19 and by marketing, offering for sale, and selling the defective Subject Vehicles, Defendants
20 engaged in one or more of the following unfair or deceptive acts or practices proscribed by Idaho
21 Code § 48-603:

22 A. Causing likelihood of confusion or of misunderstanding as to the approval or
23 certification of the Subject Vehicles;

24 B. Representing that the Subject Vehicles have approval, characteristics, uses, or
25

benefits that they do not have;

C. Representing that the Subject Vehicles are of a particular standard, quality and grade when they are not;

D. Advertising the Subject Vehicles with the intent not to sell or lease them as advertised; and/or

E. Engaging in other conduct which created a likelihood of confusion or of misunderstanding.

2744. Defendants' scheme and concealment of the true characteristics of the EcoDiesel® emission control system were material to Plaintiffs, as Defendants intended. Had they known the truth, Plaintiffs would not have purchased or leased the Subject Vehicles, or—if the Subject Vehicles' true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—would have paid significantly less for them.

2745. Plaintiffs had no way of discerning that Defendants' representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose, because Defendants' emission control software was extremely sophisticated technology. Plaintiffs did not, and could not, unravel Defendants' deception on their own.

2746. Defendants had an ongoing duty to Plaintiffs to refrain from unfair and deceptive practices under the Idaho CPA in the course of their business. Specifically, Defendants owed Plaintiffs a duty to disclose all the material facts concerning the EcoDiesel® emission control system because they possessed exclusive knowledge, they intentionally concealed it from Plaintiffs, and/or they made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

2747. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

2748. Defendants' violations present a continuing risk to Plaintiffs, as well as to the general public. Defendants' unlawful acts and practices complained of herein affect the public interest.

2749. Pursuant Idaho Code § 48-608, Plaintiffs seek an order enjoining Defendants' unfair and/or deceptive acts or practices, and awarding damages, punitive damages, and any other just and proper relief available under the Idaho CPA.

**VIOLATION OF ILLINOIS CONSUMER FRAUD AND
DECEPTIVE BUSINESS PRACTICES ACT
(815 ILCS 505/1, *et seq.* and 510/2)**

2750. Plaintiffs incorporate by reference each preceding paragraph as though fully set forth herein.

2751. Plaintiffs, Bruce Carr, Casey Sauerhage, Dariusz Kulon, Donald E. & Brenda S. Keith, Edward Dampf, Gerry Tassell, Jose Laverdiere, Larry Sosamon, Michael Thomas, Randy Peterson, Russell and Joella Tabaka, Charles Piazza, Jim Heiser, Joseh Francis, Matt Buck, James Hadley, Donald Long, Jack Pudzis, Thomas & Sherri Catlin, Michael Batdorff, Nicholas Hess, Timothy and Nancy Schindlbeck, Almantas Stankevicius, Mike Sanders, John S. Fox, Erich Hannah, Kasimir Kedzierski, Aaron Mills, Kevin Kerner, Steven Michael Erickson, Dana Traeger & Susan McKeown, Tim Billing, Bruce Simpson, Dana Pitchford, Spencer Giardini, (for the purpose of this section, "Plaintiff") brings this action on behalf of themselves against all Defendants.

2752. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, Sergio Marchionne, and Plaintiffs are "persons" within the meaning 815 ILCS 505/1(c) and 510/1(5). Plaintiffs are "consumers" within the meaning of 815 ILCS 505/1(e).

2753. The Illinois Consumer Fraud and Deceptive Practices Act ("Illinois CFA") makes

1 unlawful “unfair or deceptive acts or practices, including but not limited to the use or employment
2 of any deception, fraud, false pretense, false promise, misrepresentation or the concealment,
3 suppression or omission of any material fact, with intent that others rely upon the concealment,
4 suppression or omission of such material fact ... in the conduct of trade or commerce ... whether
5 any person has in fact been misled, deceived or damaged thereby.” 815 ILCS 505/2. The Illinois
6 CFA further makes unlawful deceptive trade practices undertaken in the course of business. 815
7 ILCS 510/2.

8 2754. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch, and
9 Marchionne, through their agents, employees, and/or subsidiaries, violated the Illinois CFA.

10 2755. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively
11 misrepresented the environmental friendliness and emissions of the Subject Vehicles through the
12 EcoDiesel badge—a material fact that was false because the Defendants developed and installed
13 emission cheating components in the Subject Vehicles that caused them to pollute excessively in
14 real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and
15 pervasive consumer communications, the Subject Vehicles’ fuel efficiency and performance, and
16 the Defendants concealed that the fuel efficiency and performance could be achieved only through
17 emission control devices in the Subject Vehicles that caused them to pollute excessively in real-
18 world conditions; and (3) the Defendants developed and installed emission cheating components
19 that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently
20 concealed that fact from regulators and Plaintiffs alike. In so doing, and by marketing, offering for
21 sale, and selling the defective Subject Vehicles, Defendants engaged in one or more of the
22 following unfair or deceptive acts or practices prohibited by 815 ILCS 505/2 and 510/2:

23 A. Causing likelihood of confusion or of misunderstanding as to the approval or
24 certification of the Subject Vehicles;

1
2 B. Representing that the Subject Vehicles have approval, characteristics, uses, or
3 benefits that they do not have;

4
5 C. Representing that the Subject Vehicles are of a particular standard, quality and grade
6 when they are not;

7
8 D. Advertising the Subject Vehicles with the intent not to sell or lease them as
9 advertised;

10
11 E. Engaging in other conduct which created a likelihood of confusion or of
12 misunderstanding; and/or

13
14 F. Using or employing deception, fraud, false pretense, false promise or
15 misrepresentation, or the concealment, suppression or omission of a material fact with
16 intent that others rely upon such concealment, suppression or omission, in connection
17 with the advertisement and sale/lease of the Subject Vehicles, whether or not any person
18 has in fact been misled, deceived or damaged thereby.

19
20 2756. Defendants' scheme and concealment of the true characteristics of the EcoDiesel®
21 emission control system were material to Plaintiff, as Defendants intended. Had they known the
22 truth, Plaintiff would not have purchased or leased the Subject Vehicles, or—if the Subject
23 Vehicles' true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—
24 would have paid significantly less for them.

25 2757. Plaintiffs had no way of discerning that Defendants' representations were false and
26 misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose,
27 because Defendants' emission control software was extremely sophisticated technology. Plaintiffs
28 did not, and could not, unravel Defendants' deception on their own.

29 2758. Defendants had an ongoing duty to Plaintiff to refrain from unfair and deceptive
30 practices under the Illinois CFA in the course of their business. Specifically, Defendants owed
31 Plaintiffs a duty to disclose all the material facts concerning the EcoDiesel® emission control
32 system because they possessed exclusive knowledge, they intentionally concealed it from Plaintiff,
33 and/or they made misrepresentations that were rendered misleading because they were

contradicted by withheld facts.

2759. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

2760. Defendants' violations present a continuing risk to Plaintiff, as well as to the general public. Defendants' unlawful acts and practices complained of herein affect the public interest.

2761. Pursuant to 815 ILCS 505/10a(a) and 510/3, Plaintiff seek an order enjoining Defendants' unfair and/or deceptive acts or practices, and awarding damages, punitive damages, and any other just and proper relief available under the Illinois CFA.

**VIOLATION OF THE INDIANA DECEPTIVE CONSUMER SALES ACT
(Ind. Code § 24-5-0.5-3)**

2762. Plaintiffs incorporate by reference each preceding paragraph as though fully set forth herein.

2763. Plaintiffs, Theodore Grubbs, Robert Alpers d/b/a Anything Automotive, Charles Suder, Herbert Likens, Stacey and P. Elaine Wilson, Chip Neer, Kevin V. Anderson, Madi and Mark Lee, Michael Crisp, John Oliver Galloway, Michael Donawerth, James and Susan Cherry, Jennifer and Richard Stevens, Larry D Garrison, Shawn Craig, David Gabriel and Juanita Navarro Flores, Leah and Bobby Ladley, Clarke Dunlap, Gaston Barrett c/o Walton Stinson, Richard Hocott, Brian J Kellams, James & Annette Jarvis, Ron Smith, David Williamson, Carl Ehrhart, Sharon Daily, Veryl Adams, Kack & Debra Heylmann, (for the purpose of this section, "Plaintiff") brings this action on behalf of themselves against all Defendants.

2764. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, Sergio Marchionne, and Plaintiffs are "persons" within the meaning of Ind. Code § 24-5-0.5-2(2) and a "supplier"

1 within the meaning of Ind. Code § 24-5-.05-2(a)(3).

2 2765. Plaintiffs' purchases of the Subject Vehicles are "consumer transactions" within
3 the meaning of Ind. Code § 24-5-.05-2(a)(1).

4 2766. The Indiana Deceptive Consumer Sales Act ("Indiana DCSA prohibits a person
5 from engaging in a "deceptive act," which includes representing: "(1) That such subject of a
6 consumer transaction has sponsorship, approval, performance, characteristics, accessories, uses,
7 or benefits that they do not have, or that a person has a sponsorship, approval, status, affiliation,
8 or connection it does not have; (2) That such subject of a consumer transaction is of a particular
9 standard, quality, grade, style or model, if it is not and if the supplier knows or should reasonably
10 know that it is not; ... (7) That the supplier has a sponsorship, approval or affiliation in such
11 consumer transaction that the supplier does not have, and which the supplier knows or should
12 reasonably know that the supplier does not have; ... (c) Any representations on or within a product
13 or its packaging or in advertising or promotional materials which would constitute a deceptive act
14 shall be the deceptive act both of the supplier who places such a representation thereon or therein,
15 or who authored such materials, and such suppliers who shall state orally or in writing that such
16 representation is true if such other supplier shall know or have reason to know that such
17 representation was false." Ind. Code § 24-5-0.5-3.

18 2767. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch, and
19 Marchionne, through their agents, employees, and/or subsidiaries, violated the Indiana DCSA.

20 2768. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively
21 misrepresented the environmental friendliness and emissions of the Subject Vehicles through the
22 EcoDiesel badge—a material fact that was false because the Defendants developed and installed
23 emission cheating components in the Subject Vehicles that caused them to pollute excessively in

1 real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and
 2 pervasive consumer communications, the Subject Vehicles' fuel efficiency and performance, and
 3 the Defendants concealed that the fuel efficiency and performance could be achieved only through
 4 emission control devices in the Subject Vehicles that caused them to pollute excessively in real-
 5 world conditions; and (3) the Defendants developed and installed emission cheating components
 6 that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently
 7 concealed that fact from regulators and Plaintiffs alike. In so doing, and by marketing, offering for
 8 sale, and selling the defective Subject Vehicles, Defendants engaged in one or more of the
 9 following unfair or deceptive acts or practices as defined in Ind. Code § 24-5-0.5-3:

10 A. Representing that the Subject Vehicles have approval, characteristics, uses, or
 11 benefits that they do not have;

12 B. Representing that the Subject Vehicles are of a particular standard, quality and grade
 13 when they are not; and/or
 14

15 C. Advertising the Subject Vehicles with the intent not to sell or lease them as
 16 advertised.
 17
 18

19 2769. Defendants' scheme and concealment of the true characteristics of the EcoDiesel®
 20 emission control system were material to Plaintiff, as Defendants intended. Had they known the
 21 truth, Plaintiff would not have purchased or leased the Subject Vehicles, or—if the Subject
 22 Vehicles' true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—
 23 would have paid significantly less for them.

24 2770. Plaintiffs had no way of discerning that Defendants' representations were false and
 25 misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose,
 26 because Defendants' emission control software was extremely sophisticated technology. Plaintiffs
 27 did not, and could not, unravel Defendants' deception on their own.

28 2771. Defendants had an ongoing duty to Plaintiffs to refrain from unfair and deceptive

1 practices under the Indiana DCSA in the course of their business. Specifically, Defendants owed
2 Plaintiff a duty to disclose all the material facts concerning the EcoDiesel® emission control
3 system because they possessed exclusive knowledge, they intentionally concealed it from
4 Plaintiffs, and/or they made misrepresentations that were rendered misleading because they were
5 contradicted by withheld facts.

6 2772. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate
7 result of Defendants' concealment, misrepresentations, and/or failure to disclose material
8 information.

9 2773. Defendants' violations present a continuing risk to Plaintiffs, as well as to the
10 general public. Defendants' unlawful acts and practices complained of herein affect the public
11 interest.

12 2774. Pursuant to Ind. Code § 24-5-0.5-4, Plaintiff seek an order enjoining Defendants'
13 unfair and/or deceptive acts or practices, and awarding damages, punitive damages, and any other
14 just and proper relief available under the Indiana DCSA.

15 2775. Per the State Pre-suit requirements notifications have been prepared to FCA US
16 LLC complying with Ind. Code § 24-5-0.5-5(a). All Defendants were provided notice of the
17 issues raised in this count and this Complaint by the governmental investigations, the numerous
18 complaints filed against them, and the many individual notice letters sent by Plaintiffs within a
19 reasonable amount of time after the allegations of Subject Vehicle defects became public.
20 Because Defendants failed to remedy its unlawful conduct within the requisite time period,
21 Plaintiffs seek all damages and relief to which Plaintiffs are entitled.
22
23

**VIOLATIONS OF THE PRIVATE RIGHT OF ACTION
FOR CONSUMER FRAUDS ACT
(Iowa Code § 714h.1, *et seq.*)**

2776. Plaintiffs incorporate by reference each preceding paragraph as though fully set forth herein.

2777. Plaintiffs, Huegerich Farms, James Steer, Jr., James Lines, Terri Turnbull, Chad James Carter, Timothy Shanks, Richard Rausch, Gabriel M. Haugland, Gabriel & Audrey McConnell, Sean Perryman, Kent Gibbons, Donald Raymond Dixon, Chris Dougherty, Tamara Kay Domonoske, James Repp, Jim Hall, Scott W Toms, Mark and Carol Feld, Justin Joseph Manke, Craig Stout, Steve & Jill Aman, Tim Sether, Ken Levene, (for the purpose of this section, “Plaintiff”) brings this action on behalf of themselves against all Defendants.

2778. Plaintiffs, FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, Sergio Marchionne, and Plaintiffs are “persons” within the meaning Iowa Code § 714H.2(7).

2779. Plaintiffs are “consumers” within the meaning of Iowa Code § 714H.2(3).

2780. The Iowa Deceptive Consumer Sales Act (“Iowa DCSA”) prohibits a person from engaging in a “practice or act the person knows or reasonably should know is an unfair practice, deception, fraud, false pretense, or false promise, or the misrepresentation, concealment, suppression, or omission of a material fact, with the intent that others rely upon the unfair practice, deception, fraud, false pretense, false promise, misrepresentation, concealment, suppression, or omission in connection with the advertisement, sale, or lease of consumer merchandise.” Iowa Code § 714H.3.

2781. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch, and Marchionne, through their agents, employees, and/or subsidiaries, violated the Iowa DCSA.

2782. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively

1 misrepresented the environmental friendliness and emissions of the Subject Vehicles through the
2 EcoDiesel badge—a material fact that was false because the Defendants developed and installed
3 emission cheating components in the Subject Vehicles that caused them to pollute excessively in
4 real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and
5 pervasive consumer communications, the Subject Vehicles’ fuel efficiency and performance, and
6 the Defendants concealed that the fuel efficiency and performance could be achieved only through
7 emission control devices in the Subject Vehicles that caused them to pollute excessively in real-
8 world conditions; and (3) the Defendants developed and installed emission cheating components
9 that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently
10 concealed that fact from regulators and Plaintiffs alike. In so doing, and by marketing, offering for
11 sale, and selling the defective Subject Vehicles, Defendants violated Iowa Code § 714H.3 by using
12 or employing deception, fraud, false pretense, false promise or misrepresentation, or the
13 concealment, suppression or omission of a material fact with intent that others rely upon such
14 concealment, suppression or omission, in connection with the advertisement and sale/lease of the
15 Subject Vehicles, whether or not any person has in fact been misled, deceived or damaged thereby.

16 2783. Defendants’ scheme and concealment of the true characteristics of the EcoDiesel®
17 emission control system were material to Plaintiff, as Defendants intended. Had they known the
18 truth, Plaintiff would not have purchased or leased the Subject Vehicles, or—if the Subject
19 Vehicles’ true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—
20 would have paid significantly less for them.

21 2784. Plaintiff had no way of discerning that Defendants’ representations were false and
22 misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose,
23 because Defendants’ emission control software was extremely sophisticated technology. Plaintiffs

1 did not, and could not, unravel Defendants' deception on their own.

2 2785. Defendants had an ongoing duty to Plaintiff to refrain from unfair and deceptive
3 practices under the Iowa DCSA in the course of their business. Specifically, Defendants owed
4 Plaintiffs a duty to disclose all the material facts concerning the EcoDiesel® emission control
5 system because they possessed exclusive knowledge, they intentionally concealed it from
6 Plaintiffs, and/or they made misrepresentations that were rendered misleading because they were
7 contradicted by withheld facts.

8 2786. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate
9 result of Defendants' concealment, misrepresentations, and/or failure to disclose material
10 information.

11 2787. Defendants' violations present a continuing risk to Plaintiff, as well as to the
12 general public. Defendants' unlawful acts and practices complained of herein affect the public
13 interest.

14 2788. Pursuant to Iowa Code § 714H.5, Plaintiff seek an order enjoining Defendants'
15 unfair and/or deceptive acts or practices, and awarding damages, treble or punitive damages, and
16 any other just and proper relief available under the Iowa DCSA.

17 2789. Pursuant to Iowa Code § 714H.6, Plaintiffs will provide the Iowa Attorney General
18 with a copy of the within complaint with seven (7) days of its filing.

19 **VIOLATIONS OF THE KANSAS CONSUMER PROTECTION ACT**
20 **(Kan. Stat. Ann. § 50-623, *et seq.*)**
21

22 2790. Plaintiffs incorporate by reference each preceding paragraph as though fully set
23 forth herein.

24 2791. Plaintiffs, Brian & Meredith Quimby Brian Baker, Bruce Bolen, Eric Becker, Greg
25 Long, Raymond White, Robert Morris, Roger Hinton, K.C. Moore, Wendell Espeland, John T.

1 Nickel, Michael & Deborah Eilert, Brent Cole, Matthew Russell Peters, Derle Mork, Bruce &
2 JoDawn Chrz, Robert Montgomery, Nathan & Tracey Andrews, Russell S. & Desiree G. Lewis,
3 (for the purpose of this section, “Plaintiff”) brings this action against all Defendants.

4 2792. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, and Sergio
5 Marchionne are “suppliers” within the meaning of Kan. Stat. Ann. § 50-624(l). The Plaintiffs are
6 “consumers” within the meaning of Kan. Stat. Ann. § 50-624(b).

7 2793. The sale of the Subject Vehicles to the Plaintiffs was a “consumer transaction”
8 within the meaning of Kan. Stat. Ann. § 50-624(c).

9 2794. The Kansas Consumer Credit and Protection Act (“Kansas CPA”) states “[n]o
10 supplier shall engage in any deceptive act or practice in connection with a consumer transaction.”
11 Kan. Stat. Ann. § 50-626(a).

12 2795. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch, and
13 Marchionne, through their agents, employees, and/or subsidiaries, violated the Kansas CPA.

14 2796. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively
15 misrepresented the environmental friendliness and emissions of the Subject Vehicles through the
16 EcoDiesel badge—a material fact that was false because the Defendants developed and installed
17 emission cheating components in the Subject Vehicles that caused them to pollute excessively in
18 real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and
19 pervasive consumer communications, the Subject Vehicles’ fuel efficiency and performance, and
20 the Defendants concealed that the fuel efficiency and performance could be achieved only through
21 emission control devices in the Subject Vehicles that caused them to pollute excessively in real-
22 world conditions; and (3) the Defendants developed and installed emission cheating components
23 that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently

1 concealed that fact from regulators and Plaintiffs alike. In so doing, and by marketing, offering for
 2 sale, and selling the defective Subject Vehicles, Defendants engaged in one or more of the
 3 following unfair or deceptive acts or practices as defined in Kan. Stat. Ann. § 50-627(a):

4 A. Representing that the Subject Vehicles have approval, characteristics, uses, or
 5 benefits that they do not have;

6
 7 B. Representing that the Subject Vehicles are of a particular standard, quality and grade
 8 when they are not;

9
 10 C. Exaggerating and providing falsehoods regarding the material facts
 11 concerning the Subject Vehicles; and/or

12
 13 D. Failing to state, willfully concealing, suppressing, and/or omitting material facts
 14 relating to the Subject Vehicles.

15
 16 2797. Defendants' scheme and concealment of the true characteristics of the EcoDiesel®
 17 emission control system were material to the Plaintiffs, as Defendants intended. Had they known
 18 the truth, the Plaintiffs would not have purchased or leased the Subject Vehicles, or—if the Subject
 19 Vehicles' true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—
 20 would have paid significantly less for them.

21 2798. Plaintiffs had no way of discerning that Defendants' representations were false and
 22 misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose,
 23 because Defendants' emission control software was extremely sophisticated technology. Plaintiffs
 24 did not, and could not, unravel Defendants' deception on their own.

25 2799. Defendants had an ongoing duty to the Plaintiffs to refrain from unfair and
 26 deceptive practices under the Kansas CPA in the course of their business. Specifically, Defendants
 27 owed Plaintiffs a duty to disclose all the material facts concerning the EcoDiesel® emission control
 28 system because they possessed exclusive knowledge, they intentionally concealed it from the
 29 Plaintiffs, and/or they made misrepresentations that were rendered misleading because they were

contradicted by withheld facts.

2800. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

2801. Defendants' violations present a continuing risk to the Plaintiffs, as well as to the general public. Defendants' unlawful acts and practices complained of herein affect the public interest.

2802. Pursuant to Kan. Stat. Ann §§ 50-634 and 50-636, the Plaintiffs seek an order enjoining Defendants' unfair and/or deceptive acts or practices, and awarding damages and any other just and proper relief available under the Kansas CPA.

**VIOLATIONS OF THE LOUISIANA UNFAIR TRADE
PRACTICES AND CONSUMER PROTECTION LAW
(La. Rev. Stat. § 51:1401, *et seq.*)**

2803. Plaintiffs incorporate by reference each preceding paragraph as though fully set forth herein.

2804. Plaintiffs, Erica L. Jeansonne, Jason Fitzgerald, Kenneth Nunez, Lance Popwell, Lennard Loupe, Luke David, Tim Byrd, Todd Barrios, Brandon Alexander LeBrun, Janie Kennedy Pooler, George S. Leblanc, John Meech, Benjamin D. Crifasi, Jr., Elizabeth & Bryce Godwin, Emile J. LaPointe, Myron & Linda Billiot, Randy Tomlinson, Steven James Rust, Jeff Mely, Beaux Martin, Joe R. Jones, John Lemelle, Douglas Owen Thompson, Willie Bergeron, Michael Mavromatis, Theo Reginald Thibodeaux, Adam Mckean and Elizabeth Barnes, Lisa S. and Kevin P. Speyrer, Earl H Hitzman Jr., David Bergeron, Herman and Cheryl Golden, John W Kentzel, Kevin Paul Hare, Gordon Dough Stephens, Bobby Jennings, Benjamin F. Holt, Jr., (for the purpose of this section, "Plaintiffs") bring this action on behalf of themselves against all Defendants.

1 2805. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, Sergio Marchionne,
2 and Plaintiffs are “persons” within the meaning of La. Rev. Stat. § 51:1402(8). Plaintiffs are
3 “consumers” within the meaning of La. Rev. Stat. § 51:1402(1).

4 2806. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, and Marchionne
5 are engaged in “trade” or “commerce” within the meaning of La. Rev. Stat. § 51:1402(10).

6 2807. The Louisiana Unfair Trade Practices and Consumer Protection Law (“Louisiana
7 CPL”) makes unlawful “deceptive acts or practices in the conduct of any trade or commerce.” La.
8 Rev. Stat. § 51:1405(A).

9 2808. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch, and
10 Marchionne, through their agents, employees, and/or subsidiaries, violated the Louisiana CPL.

11 2809. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively
12 misrepresented the environmental friendliness and emissions of the Subject Vehicles through the
13 EcoDiesel badge—a material fact that was false because the Defendants developed and installed
14 emission cheating components in the Subject Vehicles that caused them to pollute excessively in
15 real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and
16 pervasive consumer communications, the Subject Vehicles’ fuel efficiency and performance, and
17 the Defendants concealed that the fuel efficiency and performance could be achieved only through
18 emission control devices in the Subject Vehicles that caused them to pollute excessively in real-
19 world conditions; and (3) the Defendants developed and installed emission cheating components
20 that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently
21 concealed that fact from regulators and Plaintiffs alike. In so doing, and by marketing, offering for
22 sale, and selling the defective Subject Vehicles, Defendants engaged in one or more of the
23 following unfair or deceptive acts or practices as defined in La. Rev. Stat. § 51:1405(A):

- 1 A. Causing likelihood of confusion or of misunderstanding as to the approval or
2 certification of the Subject Vehicles;
3
- 4 B. Representing that the Subject Vehicles have approval, characteristics, uses, or
5 benefits that they do not have;
6
- 7 C. Representing that the Subject Vehicles are of a particular standard, quality and grade
8 when they are not;
9
- 10 D. Advertising the Subject Vehicles with the intent not to sell or lease them as
11 advertised;
12
- 13 E. Engaging in other conduct which created a likelihood of confusion or of
14 misunderstanding; and/or
15
- 16 F. Using or employing deception, fraud, false pretense, false promise or
17 misrepresentation, or the concealment, suppression or omission of a material fact with
18 intent that others rely upon such concealment, suppression or omission, in connection
19 with the advertisement and sale/lease of the Subject Vehicles, whether or not any person
20 has in fact been misled, deceived or damaged thereby.

21
22 2810. Defendants' scheme and concealment of the true characteristics of the EcoDiesel®
23 emission control system were material to Plaintiffs, as Defendants intended. Had they known the
24 truth, Plaintiffs would not have purchased or leased the Subject Vehicles, or—if the Subject
25 Vehicles' true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—
26 would have paid significantly less for them.

27 2811. Plaintiffs had no way of discerning that Defendants' representations were false and
28 misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose,
29 because Defendants' emission control software was extremely sophisticated technology. Plaintiffs
30 did not, and could not, unravel Defendants' deception on their own.

31 2812. Defendants had an ongoing duty to Plaintiffs to refrain from unfair and deceptive
32 practices under the Louisiana CPL in the course of their business. Specifically, Defendants owed
33 Plaintiffs a duty to disclose all the material facts concerning the EcoDiesel® emission control
34 system because they possessed exclusive knowledge, they intentionally concealed it from

1 Plaintiffs, and/or they made misrepresentations that were rendered misleading because they were
2 contradicted by withheld facts.

3 2813. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate
4 result of Defendants' concealment, misrepresentations, and/or failure to disclose material
5 information.

6 2814. Defendants' violations present a continuing risk to Plaintiffs, as well as to the
7 general public. Defendants' unlawful acts and practices complained of herein affect the public
8 interest.

9 2815. Pursuant to La. Rev. Stat. § 51:1409, Plaintiffs seek an order enjoining Defendants'
10 unfair and/or deceptive acts or practices, and awarding damages, punitive damages, and any other
11 just and proper relief available under the Louisiana CPL.

12 **VIOLATION OF MAINE UNFAIR TRADE PRACTICES ACT**
13 **(Me. Rev. Stat. Ann. Tit. 5 § 205-a, *et seq.*)**
14

15 2816. Plaintiffs incorporate by reference each preceding paragraph as though fully set
16 forth herein.

17 2817. Plaintiffs, Ralph Nason, Terry Wessel, Billie Jo Killion (Anna Taylor), Terry D.
18 and Teresa A. Thor, Chester Johnson, Michael H and Naneen Chace-Ortiz, (for the purpose of this
19 section, "Plaintiff") brings this action on behalf of themselves against all Defendants.

20 2818. Plaintiff, FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, Sergio
21 Marchionne, and Plaintiffs are "persons" within the meaning of Me. Rev. Stat. Ann. Tit. 5 § 206(2).

22 2819. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, and Marchionne
23 are engaged in "trade" or "commerce" within the meaning of Me. Rev. Stat. Ann. Tit. 5 § 206(3).

24 2820. The Maine Unfair Trade Practices Act ("Maine UTPA") makes unlawful "[u]nfair
25 methods of competition and unfair or deceptive acts or practices in the conduct of any trade or

1 commerce....” Me. Rev. Stat. Ann. Tit. 5 § 207.

2 2821. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch, and
3 Marchionne, through their agents, employees, and/or subsidiaries, violated the Maine UTPA.

4 2822. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively
5 misrepresented the environmental friendliness and emissions of the Subject Vehicles through the
6 EcoDiesel badge—a material fact that was false because the Defendants developed and installed
7 emission cheating components in the Subject Vehicles that caused them to pollute excessively in
8 real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and
9 pervasive consumer communications, the Subject Vehicles’ fuel efficiency and performance, and
10 the Defendants concealed that the fuel efficiency and performance could be achieved only through
11 emission control devices in the Subject Vehicles that caused them to pollute excessively in real-
12 world conditions; and (3) the Defendants developed and installed emission cheating components
13 that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently
14 concealed that fact from regulators and Plaintiffs alike. In so doing, and by marketing, offering for
15 sale, and selling the defective Subject Vehicles, Defendants engaged in one or more of the
16 following unfair or deceptive acts or practices as defined in Me. Rev. Stat. Ann. Tit. 5 § 207:

17 A. Causing likelihood of confusion or of misunderstanding as to the approval or
18 certification of the Subject Vehicles;

19 B. Representing that the Subject Vehicles have approval, characteristics, uses, or
20 benefits that they do not have;

21 C. Representing that the Subject Vehicles are of a particular standard, quality and grade
22 when they are not;

23 D. Advertising the Subject Vehicles with the intent not to sell or lease them as
24 advertised;

25 E. Engaging in other conduct which created a likelihood of confusion or of
26 misunderstanding; and/or
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1
2 F. Using or employing deception, fraud, false pretense, false promise or
3 misrepresentation, or the concealment, suppression or omission of a material fact with
4 intent that others rely upon such concealment, suppression or omission, in connection
5 with the advertisement and sale/lease of the Subject Vehicles, whether or not any person
6 has in fact been misled, deceived or damaged thereby.
7

8 2823. Defendants' scheme and concealment of the true characteristics of the EcoDiesel®
9 emission control system were material to Plaintiff, as Defendants intended. Had they known the
10 truth, Plaintiff would not have purchased or leased the Subject Vehicles, or—if the Subject
11 Vehicles' true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—
12 would have paid significantly less for them.

13 2824. Plaintiffs had no way of discerning that Defendants' representations were false and
14 misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose,
15 because Defendants' emission control software was extremely sophisticated technology. Plaintiffs
16 did not, and could not, unravel Defendants' deception on their own.

17 2825. Defendants had an ongoing duty to Plaintiffs to refrain from unfair and deceptive
18 practices under the Maine UTPA in the course of their business. Specifically, Defendants owed
19 Plaintiffs a duty to disclose all the material facts concerning the EcoDiesel® emission control
20 system because they possessed exclusive knowledge, they intentionally concealed it from
21 Plaintiffs, and/or they made misrepresentations that were rendered misleading because they were
22 contradicted by withheld facts.

23 2826. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate
24 result of Defendants' concealment, misrepresentations, and/or failure to disclose material
25 information.

26 2827. Defendants' violations present a continuing risk to Plaintiff, as well as to the
27 general public. Defendants' unlawful acts and practices complained of herein affect the public

1 interest.

2 2828. Pursuant to Me. Rev. Stat. Ann. Tit. 5 § 213, Plaintiff seek an order enjoining
3 Defendants' unfair and/or deceptive acts or practices, and awarding damages and any other just
4 and proper relief available under the Maine UTPA.

5 2829. A notice letter was sent to FCA US LLC complying with Me. Rev. Stat. Ann. Tit.
6 5 § 213(1-A). Additionally, all Defendants were provided notice of the issues raised in this count
7 and this Complaint by the governmental investigations, the numerous complaints filed against
8 them, and the many individual notice letters sent by Plaintiffs within a reasonable amount of time
9 after the allegations of Subject Vehicle defects became public. Because Defendants failed to
10 remedy their unlawful conduct within the requisite time period, Plaintiffs seek all damages and
11 relief to which they are entitled.

12 **VIOLATIONS OF THE MARYLAND CONSUMER PROTECTION ACT**
13 **(Md. Code Com. Law § 13-101, *et seq.*)**
14

15 2830. Plaintiffs incorporate by reference each preceding paragraph as though fully set
16 forth herein.

17 2831. Plaintiffs, Daniel McMahon, Stephen Joseph Podolak, Michael Shane Williams,
18 Andrew Davis, Ernest Montley, Justin Clendenin, (for the purpose of this section, "Plaintiffs")
19 bring this action on behalf of themselves against all Defendants.

20 2832. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, Sergio Marchionne,
21 and Plaintiffs are "persons" within the meaning of Md. Code Com. Law § 13-101(h).

22 2833. The Maryland Consumer Protection Act ("Maryland CPA") provides that a person
23 may not engage in any unfair or deceptive trade practice in the sale of any consumer good. Md.
24 Code Com. Law § 13-303.

25 2834. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch, and

1 Marchionne, through their agents, employees, and/or subsidiaries, violated the Maryland CPA.

2 2835. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively
3 misrepresented the environmental friendliness and emissions of the Subject Vehicles through the
4 EcoDiesel badge—a material fact that was false because the Defendants developed and installed
5 emission cheating components in the Subject Vehicles that caused them to pollute excessively in
6 real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and
7 pervasive consumer communications, the Subject Vehicles' fuel efficiency and performance, and
8 the Defendants concealed that the fuel efficiency and performance could be achieved only through
9 emission control devices in the Subject Vehicles that caused them to pollute excessively in real-
10 world conditions; and (3) the Defendants developed and installed emission cheating components
11 that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently
12 concealed that fact from regulators and Plaintiffs alike. See, e.g., ¶¶ 149-216; 337-357. In so doing,
13 and by marketing, offering for sale, and selling the defective Subject Vehicles, Defendants
14 engaged in one or more of the following unfair or deceptive acts or practices as prohibited by Md.
15 Code Com. Law § 13-303:

16 A. Representing that the Subject Vehicles have approval, characteristics, uses, or
17 benefits that they do not have;

18 B. Representing that the Subject Vehicles are of a particular standard, quality and grade
19 when they are not;

20 C. Advertising the Subject Vehicles with the intent not to sell or lease them as
21 advertised; and/or

22 D. Using or employing deception, fraud, false pretense, false promise or
23 misrepresentation, or the concealment, suppression or omission of a material fact with
24 intent that others rely upon such concealment, suppression or omission, in connection
25 with the advertisement and sale/lease of the Subject Vehicles, whether or not any person
26 has in fact been misled, deceived or damaged thereby.

27 2836. Defendants' scheme and concealment of the true characteristics of the EcoDiesel®
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1 emission control system were material to Plaintiffs, as Defendants intended. Had they known the
2 truth, Plaintiffs would not have purchased or leased the Subject Vehicles, or—if the Subject
3 Vehicles’ true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—
4 would have paid significantly less for them.

5 2837. Plaintiffs had no way of discerning that Defendants’ representations were false and
6 misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose,
7 because Defendants’ emission control software was extremely sophisticated technology. Plaintiffs
8 did not, and could not, unravel Defendants’ deception on their own.

9 2838. Defendants had an ongoing duty to Plaintiffs to refrain from unfair and deceptive
10 practices under the Maryland CPA in the course of their business. Specifically, Defendants owed
11 Plaintiffs a duty to disclose all the material facts concerning the EcoDiesel® emission control
12 system because they possessed exclusive knowledge, they intentionally concealed it from
13 Plaintiffs, and/or they made misrepresentations that were rendered misleading because they were
14 contradicted by withheld facts.

15 2839. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate
16 result of Defendants’ concealment, misrepresentations, and/or failure to disclose material
17 information.

18 2840. Defendants’ violations present a continuing risk to Plaintiffs, as well as to the
19 general public. Defendants’ unlawful acts and practices complained of herein affect the public
20 interest.

21 2841. Pursuant to Md. Code Com. Law § 13-408, Plaintiffs seek an order enjoining
22 Defendants’ unfair and/or deceptive acts or practices, and awarding damages and any other just
23 and proper relief available under the Maryland CPA.

**DECEPTIVE ACTS OR PRACTICES PROHIBITED
BY MASSACHUSETTS LAW
(Mass. Gen. Laws Ch. 93a, § 1, *et seq.*)**

2842. Plaintiffs incorporate by reference each preceding paragraph as though fully set forth herein.

2843. Plaintiffs, Jack London, Roger Farrow, Adam Ausura, Andrew Jesse, Ryan King, Michael Branco, Timothy Isyk, Oron Tipton, Lorell D. Hurley, Robert J. Dollard, John D. Porrazzo, Robert H. Reuter, Saska Voll, Scott Carey, (for the purpose of this section, “Plaintiff”) brings this action on behalf of themselves against all Defendants.

2844. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, Sergio Marchionne, Plaintiff, and Plaintiffs are “persons” within the meaning of Mass. Gen. Laws ch. 93A, § 1(a).

2845. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, and Sergio Marchionne are engaged in “trade” or “commerce” within the meaning of Mass. Gen. Laws ch. 93A, § 1(b).

2846. The Massachusetts consumer protection law (“Massachusetts Act”) prohibits “unfair or deceptive acts or practices in the conduct of any trade or commerce.” Mass. Gen. Laws ch. 93A, § 2.

2847. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch, and Marchionne, through their agents, employees, and/or subsidiaries, violated the Massachusetts Act.

2848. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively misrepresented the environmental friendliness and emissions of the Subject Vehicles through the EcoDiesel badge—a material fact that was false because the Defendants developed and installed emission cheating components in the Subject Vehicles that caused them to pollute excessively in real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and

1 pervasive consumer communications, the Subject Vehicles' fuel efficiency and performance, and
 2 the Defendants concealed that the fuel efficiency and performance could be achieved only through
 3 emission control devices in the Subject Vehicles that caused them to pollute excessively in real-
 4 world conditions; and (3) the Defendants developed and installed emission cheating components
 5 that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently
 6 concealed that fact from regulators and Plaintiffs alike. In so doing, and by marketing, offering for
 7 sale, and selling the defective Subject Vehicles, Defendants engaged in one or more of the
 8 following unfair or deceptive acts or practices as prohibited by Mass. Gen. Laws ch. 93A, § 2:

9 A. Causing likelihood of confusion or of misunderstanding as to the approval or
 10 certification of the Subject Vehicles;

11 B. Representing that the Subject Vehicles have approval, characteristics, uses, or
 12 benefits that they do not have;

13 C. Representing that the Subject Vehicles are of a particular standard, quality and grade
 14 when they are not;

15 D. Advertising the Subject Vehicles with the intent not to sell or lease them as
 16 advertised;

17 E. Engaging in other conduct which created a likelihood of confusion or of
 18 misunderstanding; and/or

19 F. Using or employing deception, fraud, false pretense, false promise or
 20 misrepresentation, or the concealment, suppression or omission of a material fact with
 21 intent that others rely upon such concealment, suppression or omission, in connection
 22 with the advertisement and sale/lease of the Subject Vehicles, whether or not any person
 23 has in fact been misled, deceived or damaged thereby.

24
 25 2849. Defendants' scheme and concealment of the true characteristics of the EcoDiesel®
 26 emission control system were material to Plaintiff, as Defendants intended. Had they known the
 27 truth, Plaintiff would not have purchased or leased the Subject Vehicles, or—if the Subject
 28 Vehicles' true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—
 29 would have paid significantly less for them.

1 2850. Plaintiffs had no way of discerning that Defendants' representations were false and
2 misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose,
3 because Defendants' emission control software was extremely sophisticated technology. Plaintiffs
4 did not, and could not, unravel Defendants' deception on their own.

5 2851. Defendants had an ongoing duty to Plaintiff to refrain from unfair and deceptive
6 practices under the Massachusetts Act in the course of their business. Specifically, Defendants
7 owed Plaintiff a duty to disclose all the material facts concerning the EcoDiesel® emission control
8 system because they possessed exclusive knowledge, they intentionally concealed it from Plaintiff,
9 and/or they made misrepresentations that were rendered misleading because they were
10 contradicted by withheld facts.

11 2852. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate
12 result of Defendants' concealment, misrepresentations, and/or failure to disclose material
13 information.

14 2853. Defendants' violations present a continuing risk to Plaintiff, as well as to the
15 general public. Defendants' unlawful acts and practices complained of herein affect the public
16 interest.

17 2854. Plaintiffs seek an order pursuant to Mass. Gen. Laws ch. 93A § 9 enjoining
18 Defendants' unfair and/or deceptive acts or practices, and awarding damages, punitive damages,
19 and any other just and proper relief available under the Massachusetts Act.

20 2855. A notice letter was sent to FCA US LLC pursuant to Mass. Gen. Laws ch. 93A, §
21 9(3). Additionally, all Defendants were provided notice of the issues raised in this count and this
22 Complaint by the governmental investigations, the numerous complaints filed against them, and
23 the many individual notice letters sent by Plaintiffs within a reasonable amount of time after the

1 allegations of Subject Vehicle defects became public. Because Defendants failed to remedy their
 2 unlawful conduct within the requisite time period, Plaintiffs seek all damages and relief to which
 3 Plaintiff are entitled.

4 **VIOLATION OF THE MICHIGAN CONSUMER PROTECTION ACT**
 5 **(Mich. Comp. Laws § 445.903, *et seq.*)**
 6

7 2856. Plaintiffs incorporate by reference each preceding paragraph as though fully set
 8 forth herein.

9 2857. Plaintiffs, Any Twork, Bruce Hassevoort, Bryan Thompson, Camelo Guzman,
 10 Danny W. Harris, II., Joseph McCrumb, Josh Turner, Scott Franzel, Robert Yakimchick,
 11 Christopher & Jacob Brown, Thomas Goodyke & Julie Bowers Goodyke, Paul Webster Messner,
 12 Jr., Alan Sjoberg, Richard Watters, William Coleman, Van Smith Jr., David A. Nakkula, Keith
 13 Arnold, Andrew Vanderklok, Joseph Barksdale, Paul Myers, Michelle L. Labadie, Sandy & Gina
 14 Badenski, Chason Pointer, Jacquelyn Lowe, Gregory Ray, Michael Sutherland, Steve Paquette,
 15 Jacob Brown, Chris Watkins, Ryan Lahaie, David Brown, Dan Sadowski, Marcus Kruse, (for the
 16 purpose of this section, “Plaintiff”) brings this action on behalf of themselves against all
 17 Defendants.

18 2858. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, Sergio Marchionne,
 19 Plaintiff, and Plaintiffs are “persons” within the meaning of Mich. Comp. Laws § 445.902(1)(d).

20 2859. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, and Sergio
 21 Marchionne are engaged in “trade” or “commerce” within the meaning of Mich. Comp. Laws §
 22 445.902(1)(g).

23 2860. The Michigan Consumer Protection Act (“Michigan CPA”) makes unlawful
 24 “[u]nfair, unconscionable, or deceptive methods, acts, or practices in the conduct of trade or
 25 commerce” Mich. Comp. Laws § 445.903(1).

1 2861. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch, and
2 Marchionne, through their agents, employees, and/or subsidiaries, violated the Michigan CPA.

3 2862. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively
4 misrepresented the environmental friendliness and emissions of the Subject Vehicles through the
5 EcoDiesel badge—a material fact that was false because the Defendants developed and installed
6 emission cheating components in the Subject Vehicles that caused them to pollute excessively in
7 real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and
8 pervasive consumer communications, the Subject Vehicles' fuel efficiency and performance, and
9 the Defendants concealed that the fuel efficiency and performance could be achieved only through
10 emission control devices in the Subject Vehicles that caused them to pollute excessively in real-
11 world conditions; and (3) the Defendants developed and installed emission cheating components
12 that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently
13 concealed that fact from regulators and Plaintiffs alike. In so doing, and by marketing, offering for
14 sale, and selling the defective Subject Vehicles, Defendants engaged in one or more of the
15 following unfair or deceptive acts or practices as defined in Mich. Comp. Laws § 445.903(1):

16 A. Causing likelihood of confusion or of misunderstanding as to the approval or
17 certification of the Subject Vehicles;

18
19 B. Representing that the Subject Vehicles have approval, characteristics, uses, or
20 benefits that they do not have;

21
22 C. Representing that the Subject Vehicles are of a particular standard, quality and grade
23 when they are not;

24
25 D. Advertising the Subject Vehicles with the intent not to sell or lease them as
26 advertised; and/or

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28 E. Engaging in other conduct which created a likelihood of confusion or of
29 misunderstanding.

30
31 2863. Defendants' scheme and concealment of the true characteristics of the EcoDiesel®

1 emission control system were material to Plaintiff, as Defendants intended. Had they known the
2 truth, Plaintiff would not have purchased or leased the Subject Vehicles, or—if the Subject
3 Vehicles’ true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—
4 would have paid significantly less for them.

5 2864. Plaintiffs had no way of discerning that Defendants’ representations were false and
6 misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose,
7 because Defendants’ emission control software was extremely sophisticated technology. Plaintiffs
8 did not, and could not, unravel Defendants’ deception on their own.

9 2865. Defendants had an ongoing duty to Plaintiffs to refrain from unfair and deceptive
10 practices under the Michigan CPA in the course of their business. Specifically, Defendants owed
11 Plaintiffs a duty to disclose all the material facts concerning the EcoDiesel® emission control
12 system because they possessed exclusive knowledge, they intentionally concealed it from
13 Plaintiffs, and/or they made misrepresentations that were rendered misleading because they were
14 contradicted by withheld facts.

15 2866. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate
16 result of Defendants’ concealment, misrepresentations, and/or failure to disclose material
17 information.

18 2867. Defendants’ violations present a continuing risk to Plaintiffs, as well as to the
19 general public. Defendants’ unlawful acts and practices complained of herein affect the public
20 interest.

21 2868. Pursuant to Mich. Comp. Laws § 445.911, Plaintiff seek an order enjoining
22 Defendants’ unfair and/or deceptive acts or practices, and awarding damages, punitive damages,
23 and any other just and proper relief available under the Michigan CPA.

**VIOLATIONS OF THE MINNESOTA PREVENTION
OF CONSUMER FRAUD ACT
(Minn. Stat. § 325f.68, *et seq.*)**

2869. Plaintiffs incorporate by reference each preceding paragraph as though fully set forth herein.

2870. Plaintiffs, Amy Campbell, Anne Anderson, Brent Smith, Chad & Jennifer Johnson, Christopher & Michelle Guggemos, Douglas Thooft, Ryan Holker, Chad Koep, Harlan Latusek, Jason & Natalie Ysker, Cody P. Privette, Lisa Marie Murphy, Steven Leonard, Shawn C. Jacobs, Jayne Marie Edwards, Dan Seeland and Naht Phan, Jeffrey D. Hoyum, Michael Kasten, Brian Pieper, Dal & Melody Lynn Ruzicka, (for the purpose of this section, “Plaintiff”) brings this action on behalf of themselves against all Defendants.

2871. The Subject Vehicles constitute “merchandise” within the meaning of Minn. Stat. § 325F.68(2).

2872. The Minnesota Prevention of Consumer Fraud Act (“Minnesota CFA”) prohibits “[t]he act, use, or employment by any person of any fraud, false pretense, false promise, misrepresentation, misleading statement or deceptive practice, with the intent that others rely thereon in connection with the sale of any merchandise, whether or not any person has in fact been misled, deceived, or damaged thereby” Minn. Stat. § 325F.69(1).

2873. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch, and Sergio Marchionne, through their agents, employees, and/or subsidiaries, violated the Minnesota CFA.

2874. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively misrepresented the environmental friendliness and emissions of the Subject Vehicles through the EcoDiesel badge—a material fact that was false because the Defendants developed and installed emission cheating components in the Subject Vehicles that caused them to pollute excessively in

1 real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and
2 pervasive consumer communications, the Subject Vehicles' fuel efficiency and performance, and
3 the Defendants concealed that the fuel efficiency and performance could be achieved only through
4 emission control devices in the Subject Vehicles that caused them to pollute excessively in real-
5 world conditions; and (3) the Defendants developed and installed emission cheating components
6 that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently
7 concealed that fact from regulators and Plaintiffs alike. See, e.g., ¶¶ 149-216; 337-357. In so doing,
8 and by marketing, offering for sale, and selling the defective Subject Vehicles, Defendants
9 engaged in one or more of the following unfair or deceptive acts or practices as prohibited by
10 Minn. Stat. § 325F.69(1): using or employing deception, fraud, false pretense, false promise or
11 misrepresentation, or the concealment, suppression or omission of a material fact with intent that
12 others rely upon such concealment, suppression or omission, in connection with the advertisement
13 and sale/lease of the Subject Vehicles, whether or not any person has in fact been misled, deceived
14 or damaged thereby.

15 2875. Defendants' scheme and concealment of the true characteristics of the EcoDiesel®
16 emission control system were material to Plaintiff, as Defendants intended. Had they known the
17 truth, Plaintiff would not have purchased or leased the Subject Vehicles, or—if the Subject
18 Vehicles' true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—
19 would have paid significantly less for them.

20 2876. Plaintiffs had no way of discerning that Defendants' representations were false and
21 misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose,
22 because Defendants' emission control software was extremely sophisticated technology. Plaintiffs
23 did not, and could not, unravel Defendants' deception on their own.

2877. Defendants had an ongoing duty to Plaintiffs to refrain from unfair and deceptive practices under the Minnesota CFA in the course of their business. Specifically, Defendants owed Plaintiffs a duty to disclose all the material facts concerning the EcoDiesel® emission control system because they possessed exclusive knowledge, they intentionally concealed it from Plaintiffs, and/or they made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

2878. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

2879. Defendants' violations present a continuing risk to Plaintiffs, as well as to the general public. Defendants' unlawful acts and practices complained of herein affect the public interest.

2880. Pursuant to Minn. Stat. §§ 8.31(3a) and 549.20(1)(a), Plaintiff seek an order enjoining Defendants' unfair and/or deceptive acts or practices and any other just and proper relief available under the Minnesota CFA.

**VIOLATIONS OF THE MINNESOTA UNIFORM DECEPTIVE TRADE
PRACTICES ACT (Minn. Stat. § 325d.43, *et seq.*)**

2881. Plaintiffs incorporate by reference each preceding paragraph as though fully set forth herein.

2882. Plaintiffs, Amy Campbell, Anne Anderson, Brent Smith, Chad & Jennifer Johnson, Christopher & Michelle Guggemos, Douglas Thooft, Ryan Holker, Chad Koep, Harlan Latusek, Jason & Natalie Ysker, Cody P. Privette, Lisa Marie Murphy, Shawn C. Jacobs, Jayne Marie Edwards, Dan Seeland and Naht Phan, Jeffrey D. Hoyum, Michael Kasten, Brian Pieper, Dal & Melody Lynn Ruzicka, (for the purpose of this section, "Plaintiffs") brings this action on behalf of

1 themselves against all Defendants.

2 2883. The Minnesota Deceptive Trade Practices Act (“Minnesota DTPA”) prohibits
3 deceptive trade practices. Minn. Stat. § 325D.44.

4 2884. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch, and
5 Sergio Marchionne, through their agents, employees, and/or subsidiaries, violated the Minnesota
6 DTPA.

7 2885. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively
8 misrepresented the environmental friendliness and emissions of the Subject Vehicles through the
9 EcoDiesel badge—a material fact that was false because the Defendants developed and installed
10 emission cheating components in the Subject Vehicles that caused them to pollute excessively in
11 real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and
12 pervasive consumer communications, the Subject Vehicles’ fuel efficiency and performance, and
13 the Defendants concealed that the fuel efficiency and performance could be achieved only through
14 emission control devices in the Subject Vehicles that caused them to pollute excessively in real-
15 world conditions; and (3) the Defendants developed and installed emission cheating components
16 that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently
17 concealed that fact from regulators and Plaintiffs alike. In so doing, and by marketing, offering for
18 sale, and selling the defective Subject Vehicles, Defendants engaged in one or more of the
19 following unfair or deceptive acts or practices as defined in Minn. Stat. § 325D.44:

20 A. Causing likelihood of confusion or of misunderstanding as to the approval or
21 certification of the Subject Vehicles;

22
23 B. Representing that the Subject Vehicles have approval, characteristics, uses, or
24 benefits that they do not have;

25
26 C. Representing that the Subject Vehicles are of a particular standard, quality and grade
27 when they are not;

1
2 D. Advertising the Subject Vehicles with the intent not to sell or lease them as
3 advertised; and/or

4
5 E. Engaging in other conduct which created a likelihood of confusion or of
6 misunderstanding.

7
8 2886. Defendants' scheme and concealment of the true characteristics of the EcoDiesel®
9 emission control system were material to Plaintiff, as Defendants intended. Had they known the
10 truth, Plaintiff would not have purchased or leased the Subject Vehicles, or—if the Subject
11 Vehicles' true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—
12 would have paid significantly less for them.

13 2887. Plaintiffs had no way of discerning that Defendants' representations were false and
14 misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose,
15 because Defendants' emission control software was extremely sophisticated technology. Plaintiffs
16 did not, and could not, unravel Defendants' deception on their own.

17 2888. Defendants had an ongoing duty to Plaintiffs to refrain from unfair and deceptive
18 practices under the Minnesota DTPA in the course of their business. Specifically, Defendants owed
19 Plaintiffs a duty to disclose all the material facts concerning the EcoDiesel® emission control
20 system because they possessed exclusive knowledge, they intentionally concealed it from
21 Plaintiffs, and/or they made misrepresentations that were rendered misleading because they were
22 contradicted by withheld facts.

23 2889. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate
24 result of Defendants' concealment, misrepresentations, and/or failure to disclose material
25 information.

26 2890. Defendants' violations present a continuing risk to Plaintiffs, as well as to the
27 general public. Defendants' unlawful acts and practices complained of herein affect the public

1 interest.

2 2891. Pursuant to Minn. Stat. §§ 8.31(3a), 325D.45, and 549.20(1)(a), Plaintiff seek an
3 order enjoining Defendants' unfair and/or deceptive acts or practices, and awarding damages, and
4 any other just and proper relief available under the Minnesota DTPA.

5 **VIOLATION OF MISSISSIPPI CONSUMER PROTECTION ACT**
6 **(Miss. Code. Ann. § 75-24-1, *et seq.*)**
7

8 2892. Plaintiffs incorporate by reference each preceding paragraph as though fully set
9 forth herein.

10 2893. Plaintiffs, Jimmy Yeager, Scott Langley, Curtis & Debbie McDaniel, Tammy
11 Frazier, Bobby Wallace, Clifton Bailey, Roger T. Ingram, Christopher Bond, Clifton Bailey,
12 Anthony S. Antonucci, Robert Thomas, William Cunningham, Scott L Norris, Gaston Barnett c/o
13 Walton Stinson, James Radcliff, Troy Cucrullo, Jimmy Haney, (for the purpose of this section,
14 "Plaintiff") brings this action on behalf of themselves against all Defendants.

15 2894. The Mississippi Consumer Protection Act ("Mississippi CPA") prohibits "unfair or
16 deceptive trade practices in or affecting commerce." Miss. Code. Ann. § 75-24-5(1).

17 2895. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch, and
18 Sergio Marchionne, through their agents, employees, and/or subsidiaries, violated the Mississippi
19 CPA.

20 2896. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively
21 misrepresented the environmental friendliness and emissions of the Subject Vehicles through the
22 EcoDiesel badge—a material fact that was false because the Defendants developed and installed
23 emission cheating components in the Subject Vehicles that caused them to pollute excessively in
24 real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and
25 pervasive consumer communications, the Subject Vehicles' fuel efficiency and performance, and

the Defendants concealed that the fuel efficiency and performance could be achieved only through emission control devices in the Subject Vehicles that caused them to pollute excessively in real-world conditions; and (3) the Defendants developed and installed emission cheating components that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently concealed that fact from regulators and Plaintiffs alike. In so doing, and by marketing, offering for sale, and selling the defective Subject Vehicles, Defendants engaged in one or more of the following unfair or deceptive acts or practices as defined in Miss. Code. Ann. § 75-24-5(1):

A. Representing that the Subject Vehicles have approval, characteristics, uses, or benefits that they do not have;

B. Representing that the Subject Vehicles are of a particular standard, quality and grade when they are not; and/or

C. Advertising the Subject Vehicles with the intent not to sell or lease them as advertised.

2897. Defendants' scheme and concealment of the true characteristics of the EcoDiesel® emission control system were material to Plaintiff, as Defendants intended. Had they known the truth, Plaintiff would not have purchased or leased the Subject Vehicles, or—if the Subject Vehicles' true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—would have paid significantly less for them.

2898. Plaintiffs had no way of discerning that Defendants' representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose, because Defendants' emission control software was extremely sophisticated technology. Plaintiffs did not, and could not, unravel Defendants' deception on their own.

2899. Defendants had an ongoing duty to Plaintiff to refrain from unfair and deceptive practices under the Mississippi CPA in the course of their business. Specifically, Defendants owed Plaintiffs a duty to disclose all the material facts concerning the EcoDiesel® emission control

1 system because they possessed exclusive knowledge, they intentionally concealed it from Plaintiff,
2 and/or they made misrepresentations that were rendered misleading because they were
3 contradicted by withheld facts.

4 2900. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate
5 result of Defendants' concealment, misrepresentations, and/or failure to disclose material
6 information.

7 2901. Defendants' violations present a continuing risk to Plaintiff, as well as to the
8 general public. Defendants' unlawful acts and practices complained of herein affect the public
9 interest.

10 2902. Plaintiffs have made, and continues to make, a reasonable attempt to resolve their
11 claims under the Mississippi CPA through an informal dispute program approved by the
12 Mississippi Attorney General. Miss. Code. Ann. § 75-24-15(2). Plaintiffs have contacted the
13 Office of the Attorney General and followed the procedures prescribed by the Consumer Protection
14 Division. Per the State Pre-suit requirements notifications have been prepared to Defendants a
15 Letter of Complaint (Pre Suite Notice). Defendants did not respond within ten days. Accordingly,
16 Plaintiffs prepared their Complaints to the Mississippi Attorney General. The Office of the
17 Attorney General has three weeks to review the Complaint from the date it was filed, after which
18 time, a mediator will be assigned. If the Attorney General can give formal approval if that
19 mediation fails.

20 2903. Plaintiffs seek an order under Miss. Code Ann. § 75-25-9 enjoining Defendants'
21 unfair and/or deceptive acts or practices and awarding damages, including restitution under § 75-
22 24-11, and any other just and proper relief available under the Mississippi CPA.
23

VIOLATION OF MISSOURI MERCHANDISING PRACTICES ACT
(Mo. Rev. Stat. § 407.010, *et seq.*)

2904. Plaintiffs incorporate by reference each preceding paragraph as though fully set forth herein.

2905. Plaintiffs, David Sexton, Eric Busch, James Newell, Jeffrey Bax, Michael Janssen, Michael Stuart, Robert Graaf, Sara Batchelor, Tim Ciampoli, Brooks J. Moore, Berrick Jack, Larry Brown, Todd Bierk, Jeff & Terri Robinson, Jason Vanloo, Jeffery Weislocher, Sean Condry, Mark Warren, Ken Hauck, Mark Kinder, Dawn & James McDonald, Joshua Wilson, Justin Graves, William Eason, James and Tierra Applegate, Rayder Bennett, Frank M. Collier, David L Patton, Jeffrey Gebel, Nathen and Rachel Crittenden, Noel Foley, Stanley and Anita Collins, Steven Palmer, Shachar Cohen, Kip Coleman, Chris Masters, Jim Henry, Keith Kirby, Claude & Randy Stone, Donald Mollett, Thomas Dluzinewski, Thomas Dluzniewski, Cyrus Garrison, Don Keeney, Kim Triplett, James Dunn, Leya & Kenneth Bell, Ruthanna Taylor & Zachary Buchanan, (for the purpose of this section, “Plaintiff”) brings this action on behalf of themselves against all Defendants.

2906. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, Sergio Marchionne, and Plaintiffs are “persons” within the meaning of Mo. Rev. Stat. § 407.010(5).

2907. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, and Marchionne are engaged in “trade” or “commerce” within the meaning of Mo. Rev. Stat. § 407.010(7).

2908. The Missouri Merchandising Practices Act (“Missouri MPA”) makes unlawful the “act, use or employment by any person of any deception, fraud, false pretense, misrepresentation, unfair practice, or the concealment, suppression, or omission of any material fact in connection with the sale or advertisement of any merchandise. Mo. Rev. Stat. § 407.020.

2909. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch, and

1 Marchionne, through their agents, employees, and/or subsidiaries, violated the Missouri MPA.

2 2910. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively
3 misrepresented the environmental friendliness and emissions of the Subject Vehicles through the
4 EcoDiesel badge—a material fact that was false because the Defendants developed and installed
5 emission cheating components in the Subject Vehicles that caused them to pollute excessively in
6 real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and
7 pervasive consumer communications, the Subject Vehicles’ fuel efficiency and performance, and
8 the Defendants concealed that the fuel efficiency and performance could be achieved only through
9 emission control devices in the Subject Vehicles that caused them to pollute excessively in real-
10 world conditions; and (3) the Defendants developed and installed emission cheating components
11 that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently
12 concealed that fact from regulators and Plaintiffs alike. In so doing, and by marketing, offering for
13 sale, and selling the defective Subject Vehicles, Defendants engaged in the following unfair or
14 deceptive acts or practices prohibited by Mo. Rev. Stat. § 407.020: using or employing deception,
15 fraud, false pretense, false promise or misrepresentation, or the concealment, suppression or
16 omission of a material fact with intent that others rely upon such concealment, suppression or
17 omission, in connection with the advertisement and sale/lease of the Subject Vehicles, whether or
18 not any person has in fact been misled, deceived or damaged thereby.

19 2911. By failing to disclose these defects or facts about the defects described herein
20 known to it or that were available to Defendants upon reasonable inquiry, Defendants deprived
21 consumers of all material facts about the safety and functionality of their vehicles. By failing to
22 release material facts about the defect, Defendants curtailed or reduced the ability of consumers to
23 take notice of material facts about their vehicle, and/or it affirmatively operated to hide or keep

1 those facts from consumers. 15 Mo. Code of State Reg. § 60-9.110.

2 2912. Defendants' scheme and concealment of the true characteristics of the EcoDiesel®
3 emission control system were material to Plaintiff, as Defendants intended. Had they known the
4 truth, Plaintiff would not have purchased or leased the Subject Vehicles, or—if the Subject
5 Vehicles' true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—
6 would have paid significantly less for them.

7 2913. Plaintiffs had no way of discerning that Defendants' representations were false and
8 misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose,
9 because Defendants' emission control software was extremely sophisticated technology. Plaintiffs
10 did not, and could not, unravel Defendants' deception on their own.

11 2914. Defendants had an ongoing duty to Plaintiffs to refrain from unfair and deceptive
12 practices under the Missouri MPA in the course of their business. Specifically, Defendants owed
13 Plaintiffs a duty to disclose all the material facts concerning the EcoDiesel® emission control
14 system because they possessed exclusive knowledge, they intentionally concealed it from Plaintiff,
15 and/or they made misrepresentations that were rendered misleading because they were
16 contradicted by withheld facts.

17 2915. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate
18 result of Defendants' concealment, misrepresentations, and/or failure to disclose material
19 information.

20 2916. Defendants' violations present a continuing risk to Plaintiffs, as well as to the
21 general public. Defendants' unlawful acts and practices complained of herein affect the public
22 interest.

23 2917. Pursuant to Mo. Rev. Stat. § 407.025, Plaintiff seek an order enjoining Defendants'

1 unfair and/or deceptive acts or practices, and awarding damages, punitive damages, and any other
2 just and proper relief available under the Missouri MPA.

3 **VIOLATION OF MONTANA UNFAIR TRADE PRACTICES AND CONSUMER**
4 **PROTECTION ACT OF 1973**
5 **(Mont. Code Ann. § 30-14-101, *et seq.*)**
6

7 2918. Plaintiffs incorporate by reference each preceding paragraph as though fully set
8 forth herein.

9 2919. Plaintiffs, Debra Severeson, Derrick Sullivan, James Chapman, James Zinda, Peter
10 Vigue, Brent Burton, Laurence Carroll, Levent Altunova, Jared Watson & Lisa Tadd, Debra Ann
11 Guderjahn, Pat Breitbach, Patrick and Jill Kons, Keith Young, Karen Ann Corbin, Charles Boggy,
12 (for the purpose of this section, “Plaintiff”) brings this action on behalf of themselves and the
13 Montana State against all Defendants.

14 2920. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, Sergio Marchionne,
15 Plaintiffs are “persons” within the meaning of Mont. Code Ann. § 30-14-102(6). Plaintiffs are
16 “consumers” within the meaning of Mont. Code Ann. § 30-14-102(1).

17 2921. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, and Marchionne
18 are engaged in “trade” or “commerce” within the meaning of Mont. Code Ann. § 30-14-102(8).

19 2922. The Montana Unfair Trade Practices and Consumer Protection Act (“Montana
20 CPA”) makes unlawful any “unfair methods of competition and unfair or deceptive acts or
21 practices in the conduct of any trade or commerce.” Mont. Code Ann. § 30-14-103.

22 2923. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch, and
23 Marchionne, through their agents, employees, and/or subsidiaries, violated the Montana CPA.

24 2924. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively
25 misrepresented the environmental friendliness and emissions of the Subject Vehicles through the

EcoDiesel badge—a material fact that was false because the Defendants developed and installed emission cheating components in the Subject Vehicles that caused them to pollute excessively in real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and pervasive consumer communications, the Subject Vehicles' fuel efficiency and performance, and the Defendants concealed that the fuel efficiency and performance could be achieved only through emission control devices in the Subject Vehicles that caused them to pollute excessively in real-world conditions; and (3) the Defendants developed and installed emission cheating components that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently concealed that fact from regulators and Plaintiffs alike. In so doing, and by marketing, offering for sale, and selling the defective Subject Vehicles, Defendants engaged in one or more of the following unfair or deceptive acts or practices as prohibited by Mont. Code Ann. § 30-14-103:

A. Causing likelihood of confusion or of misunderstanding as to the approval or certification of the Subject Vehicles;

B. Representing that the Subject Vehicles have approval, characteristics, uses, or benefits that they do not have;

C. Representing that the Subject Vehicles are of a particular standard, quality and grade when they are not;

D. Advertising the Subject Vehicles with the intent not to sell or lease them as advertised;

E. Engaging in other conduct which created a likelihood of confusion or of misunderstanding; and/or

F. Using or employing deception, fraud, false pretense, false promise or is representation, or the concealment, suppression or omission of a material fact with intent that others rely upon such concealment, suppression or omission, in connection with the advertisement and sale/lease of the Subject Vehicles, whether or not any person has in fact been misled, deceived or damaged thereby.

2925. Defendants' scheme and concealment of the true characteristics of the EcoDiesel®

emission control system were material to Plaintiffs, as Defendants intended. Had they known the

1 truth, Plaintiffs would not have purchased or leased the Subject Vehicles, or—if the Subject
2 Vehicles’ true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—
3 would have paid significantly less for them.

4 2926. Plaintiffs had no way of discerning that Defendants’ representations were false and
5 misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose,
6 because Defendants’ emission control software was extremely sophisticated technology. Plaintiffs
7 did not, and could not, unravel Defendants’ deception on their own.

8 2927. Defendants had an ongoing duty to Plaintiff to refrain from unfair and deceptive
9 practices under the Montana CPA in the course of their business. Specifically, Defendants owed
10 Plaintiffs a duty to disclose all the material facts concerning the EcoDiesel® emission control
11 system because they possessed exclusive knowledge, they intentionally concealed it from
12 Plaintiffs, and/or they made misrepresentations that were rendered misleading because they were
13 contradicted by withheld facts.

14 2928. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate
15 result of Defendants’ concealment, misrepresentations, and/or failure to disclose material
16 information.

17 2929. Defendants’ violations present a continuing risk to Plaintiffs, as well as to the
18 general public. Defendants’ unlawful acts and practices complained of herein affect the public
19 interest.

20 2930. Pursuant to Mont. Code Ann. § 30-14-133, Plaintiffs seek an order enjoining
21 Defendants’ unfair and/or deceptive acts or practices, and awarding damages, punitive damages,
22 and any other just and proper relief available under the Montana CPA.
23

VIOLATION OF THE NEBRASKA CONSUMER PROTECTION ACT
(Neb. Rev. Stat. § 59-1601, *et seq.*)

2931. Plaintiffs incorporate by reference each preceding paragraph as though fully set forth herein.

2932. Plaintiffs, Brenda Dokmonovich, Brittney & Chad Olsen, Dustin E. Grate, John Donohue, Eric Vera, Gordon Shrader, Dean Beck, Leslie Swartz, Jared and Crystal Falk, Randy Gray, Miranda Tadlock & Adryan Debey, Willard R. & Victoria L. Hart, Rebecca Coburn, Katie Mantz, Kenneth Lynn & Laurie Ann Drees, (for the purpose of this section, “Plaintiffs”) bring this action on behalf of themselves against all Defendants.

2933. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, Sergio Marchionne, and Plaintiffs are “persons” within the meaning of Neb. Rev. Stat. § 59-1601(1).

2934. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, and Marchionne are engaged in “trade” or “commerce” within the meaning of Neb. Rev. Stat. § 59-1601(2).

2935. The Nebraska Consumer Protection Act (“Nebraska CPA”) makes unlawful “unfair or deceptive acts or practices in the conduct of any trade or commerce.” Neb. Rev. Stat. § 59-1602.

2936. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch, and Marchionne, through their agents, employees, and/or subsidiaries, violated the Nebraska CPA.

2937. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively misrepresented the environmental friendliness and emissions of the Subject Vehicles through the EcoDiesel badge—a material fact that was false because the Defendants developed and installed emission cheating components in the Subject Vehicles that caused them to pollute excessively in real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and pervasive consumer communications, the Subject Vehicles’ fuel efficiency and performance, and the Defendants concealed that the fuel efficiency and performance could be achieved only through

1 emission control devices in the Subject Vehicles that caused them to pollute excessively in real-
 2 world conditions; and (3) the Defendants developed and installed emission cheating components
 3 that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently
 4 concealed that fact from regulators and Plaintiffs alike. In so doing, and by marketing, offering for
 5 sale, and selling the defective Subject Vehicles, Defendants engaged in one or more of the
 6 following unfair or deceptive acts or practices as prohibited by Neb. Rev. Stat. § 59-1602:

7 A. Causing likelihood of confusion or of misunderstanding as to the approval or
 8 certification of the Subject Vehicles;

9
 10 B. Representing that the Subject Vehicles have approval, characteristics, uses, or
 11 benefits that they do not have;

12
 13 C. Representing that the Subject Vehicles are of a particular standard, quality and grade
 14 when they are not;

15
 16 D. Advertising the Subject Vehicles with the intent not to sell or lease them as
 17 advertised;

18
 19 E. Engaging in other conduct which created a likelihood of confusion or of
 20 misunderstanding; and/or

21
 22 F. Using or employing deception, fraud, false pretense, false promise or
 23 misrepresentation, or the concealment, suppression or omission of a material fact with
 24 intent that others rely upon such concealment, suppression or omission, in connection
 25 with the advertisement sale/lease of the Subject Vehicles, whether or not any person has
 26 in fact been misled, deceived or damaged thereby

27
 28 2938. Defendants' scheme and concealment of the true characteristics of the EcoDiesel®
 29 emission control system were material to Plaintiffs, as Defendants intended. Had they known the
 30 truth, Plaintiffs would not have purchased or leased the Subject Vehicles, or—if the Subject
 31 Vehicles' true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—

1 would have paid significantly less for them.

2 2939. Plaintiffs had no way of discerning that Defendants' representations were false and
3 misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose,
4 because Defendants' emission control software was extremely sophisticated technology. Plaintiffs
5 did not, and could not, unravel Defendants' deception on their own.

6 2940. Defendants had an ongoing duty to Plaintiffs to refrain from unfair and deceptive
7 practices under the Nebraska CPA in the course of their business. Specifically, Defendants owed
8 Plaintiffs a duty to disclose all the material facts concerning the EcoDiesel® emission control
9 system because they possessed exclusive knowledge, they intentionally concealed it from
10 Plaintiffs, and/or they made misrepresentations that were rendered misleading because they were
11 contradicted by withheld facts.

12 2941. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate
13 result of Defendants' concealment, misrepresentations, and/or failure to disclose material
14 information.

15 2942. Defendants' violations present a continuing risk to Plaintiffs, as well as to the
16 general public. Defendants' unlawful acts and practices complained of herein affect the public
17 interest.

18 2943. Pursuant to Neb. Rev. Stat. § 59-1609, Plaintiffs seek an order enjoining
19 Defendants' unfair and/or deceptive acts or practices, and awarding damages and any other just
20 and proper relief available under the Nebraska CPA.

21 **VIOLATION OF THE NEVADA DECEPTIVE TRADE PRACTICES ACT**
22 **(Nev. Rev. Stat. § 598.0903, *et seq.*)**
23
24

25 2944. Plaintiffs incorporate by reference each preceding paragraph as though fully set

1 forth herein.

2 2945. Plaintiffs, Mike Kolsch, Miklos Toth, Randal G. & Virginia K. Hendricks Smith,
3 Randy Long, Brian J. Delaney, Harold Joseph Piele, Robert Peck, Robert J. Phillips, Rick Bunch,
4 Robert Wasilchuk, Arturo Torres, Clinton Moxey, Scott Banks, Warren Gardinier, James Martin,
5 Susan and Ethan Burlingham, John & Susanne Verretto, (for the purpose of this section,
6 “Plaintiff”) brings this action on behalf of themselves against all Defendants.

7 2946. The Nevada Deceptive Trade Practices Act (“Nevada DTPA”), Nev. Rev. Stat. §
8 598.0903, et seq. prohibits deceptive trade practices.

9 2947. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch, and
10 Sergio Marchionne, through their agents, employees, and/or subsidiaries, violated the Nevada
11 DTPA.

12 2948. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively
13 misrepresented the environmental friendliness and emissions of the Subject Vehicles through the
14 EcoDiesel badge—a material fact that was false because the Defendants developed and installed
15 emission cheating components in the Subject Vehicles that caused them to pollute excessively in
16 real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and
17 pervasive consumer communications, the Subject Vehicles’ fuel efficiency and performance, and
18 the Defendants concealed that the fuel efficiency and performance could be achieved only through
19 emission control devices in the Subject Vehicles that caused them to pollute excessively in real-
20 world conditions; and (3) the Defendants developed and installed emission cheating components
21 that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently
22 concealed that fact from regulators and Plaintiffs alike. In so doing, and by marketing, offering for
23 sale, and selling the defective Subject Vehicles, Defendants engaged in one or more of the

1 following unfair or deceptive acts or practices as defined in Nev. Rev. Stat. §§ 598.0915, 598.0923,
2 and 598.0925:

3 A. Representing that the Subject Vehicles have approval, characteristics, uses, or
4 benefits that they do not have;
5

6 B. Representing that the Subject Vehicles are of a particular standard, quality and grade
7 when they are not;
8

9 C. Advertising the Subject Vehicles with the intent not to sell or lease them as
10 advertised;
11

12 D. Violating state and federal statutes and regulations relating to the sale of the Subject
13 Vehicles; and/or
14

15 E. Intending to injure competitors and destroy or substantially lessen competition.
16

17 2949. Defendants' scheme and concealment of the true characteristics of the EcoDiesel®
18 emission control system were material to Plaintiffs, as Defendants intended. Had they known the
19 truth, Plaintiff would not have purchased or leased the Subject Vehicles, or—if the Subject
20 Vehicles' true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—
21 would have paid significantly less for them.

22 2950. Plaintiffs had no way of discerning that Defendants' representations were false and
23 misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose,
24 because Defendants' emission control software was extremely sophisticated technology. Plaintiffs
25 did not, and could not, unravel Defendants' deception on their own.

26 2951. Defendants had an ongoing duty to Plaintiffs to refrain from unfair and deceptive
27 practices under the Nevada DTPA in the course of their business. Specifically, Defendants owed
28 Plaintiffs a duty to disclose all the material facts concerning the EcoDiesel® emission control

1 system because they possessed exclusive knowledge, they intentionally concealed it from
2 Plaintiffs, and/or they made misrepresentations that were rendered misleading because they were
3 contradicted by withheld facts.

4 2952. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate
5 result of Defendants' concealment, misrepresentations, and/or failure to disclose material
6 information.

7 2953. Defendants' violations present a continuing risk to Plaintiff, as well as to the
8 general public. Defendants' unlawful acts and practices complained of herein affect the public
9 interest.

10 2954. Pursuant to Nev. Rev. Stat. §§ 41.600 and 598.0977, Plaintiff seek an order
11 enjoining Defendants' unfair and/or deceptive acts or practices, and awarding damages and any
12 other just and proper relief available under the Nevada DTPA.

13 **VIOLATION OF N.H. CONSUMER PROTECTION ACT**
14 **(N.H. Rev. Stat. Ann. § 358-a:1, *et seq.*)**
15

16 2955. Plaintiffs incorporate by reference each preceding paragraph as though fully set
17 forth herein.

18 2956. Plaintiffs, Edward Carrier, Mike Doherty, Jason Sullivan, (for the purpose of this
19 section, "Plaintiff") brings this action on behalf of the Plaintiffs against all Defendants.

20 2957. FCA, Fiat, VM Italy, VM American, Bosch GmbH, Bosch LLC, Sergio
21 Marchionne, Plaintiff, and Plaintiffs are "persons" within the meaning of N.H. Rev. Stat. § 358-
22 A:1.

23 2958. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, and Marchionne
24 are engaged in "trade" or "commerce" within the meaning of N.H. Rev. Stat. § 358-A:1.

25 2959. The New Hampshire Consumer Protection Act ("New Hampshire CPA") makes

1 unfair or deceptive trade practices unlawful. N.H. Rev. Stat. Ann. § 358-A:2.

2 2960. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch, and
3 Marchionne, through their agents, employees, and/or subsidiaries, violated the New Hampshire
4 CPA.

5 2961. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively
6 misrepresented the environmental friendliness and emissions of the Subject Vehicles through the
7 EcoDiesel badge—a material fact that was false because the Defendants developed and installed
8 emission cheating components in the Subject Vehicles that caused them to pollute excessively in
9 real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and
10 pervasive consumer communications, the Subject Vehicles’ fuel efficiency and performance, and
11 the Defendants concealed that the fuel efficiency and performance could be achieved only through
12 emission control devices in the Subject Vehicles that caused them to pollute excessively in real-
13 world conditions; and (3) the Defendants developed and installed emission cheating components
14 that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently
15 concealed that fact from regulators and Plaintiffs alike. *See, e.g.*, ¶¶ 149-216; 337-357. In so doing,
16 and by marketing, offering for sale, and selling the defective Subject Vehicles, Defendants
17 engaged in one or more of the following unfair or deceptive acts or practices as defined in N.H.
18 Rev. Stat. § 358-A:2:

19 A. Representing that the Subject Vehicles have approval, characteristics, uses, or
20 benefits that they do not have;

21
22 B. Representing that the Subject Vehicles are of a particular standard, quality and grade
23 when they are not;

24
25 C. Advertising the Subject Vehicles with the intent not to sell or lease them as
26 advertised;
27

1 D. Violating state and federal statutes and regulations relating to the sale of the Subject
2 Vehicles; and/or

3 E. Intending to injure competitors and destroy or substantially lessen competition.
4

5 F. Causing likelihood of confusion or of misunderstanding as to the approval or
6 certification of the Subject Vehicles;
7

8 2962. Defendants' scheme and concealment of the true characteristics of the EcoDiesel®
9 emission control system were material to the Plaintiffs, as Defendants intended. Had they known
10 the truth, the Plaintiffs would not have purchased or leased the Subject Vehicles, or—if the Subject
11 Vehicles' true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—
12 would have paid significantly less for them.

13 2963. Plaintiffs had no way of discerning that Defendants' representations were false and
14 misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose,
15 because Defendants' emission control software was extremely sophisticated technology. Plaintiffs
16 did not, and could not, unravel Defendants' deception on their own.

17 2964. Defendants had an ongoing duty to the Plaintiffs to refrain from unfair and
18 deceptive practices under the New Hampshire CPA in the course of their business. Specifically,
19 Defendants owed Plaintiffs a duty to disclose all the material facts concerning the EcoDiesel®
20 emission control system because they possessed exclusive knowledge, they intentionally
21 concealed it from the Plaintiffs, and/or they made misrepresentations that were rendered
22 misleading because they were contradicted by withheld facts.

23 2965. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate
24 result of Defendants' concealment, misrepresentations, and/or failure to disclose material
25 information.

26 2966. Defendants' violations present a continuing risk to the Plaintiffs, as well as to the
27 general public. Defendants' unlawful acts and practices complained of herein affect the public

1 interest.

2 2967. Pursuant to N.H. Rev. Stat. § 358-A:10, the Plaintiffs seek an order enjoining
3 Defendants' unfair and/or deceptive acts or practices, and awarding damages, punitive damages,
4 and any other just and proper relief available under the New Hampshire CPA.

5 **VIOLATIONS OF THE NEW JERSEY CONSUMER FRAUD ACT**
6 **(N.J. Stat. Ann. § 56:8-1, *et seq.*)**
7
8

9 2968. Plaintiffs incorporate by reference each preceding paragraph as though fully set
10 forth herein.

11 2969. Plaintiffs, David Scales, Joyce Cicone, Charles Lauziere, Michele Carrano, Bastian
12 Schroder, Stephanie Cromley, Kevin Ruehle, Roland Marsh, Zachary M. Marsico, Michael Kuhrt,
13 George and Katie Kauffman, Alma Lozana, Gonçalo Duarte, Patricia Neves, Martin L. Ward, John
14 D'Amato, Daniel Welzel, Bryan Emilius, (for the purpose of this section, "Plaintiffs") bring this
15 action on behalf of themselves against all Defendants.

16 2970. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, Sergio Marchionne,
17 and Plaintiffs are "persons" within the meaning of N.J. Stat. Ann. § 56:8-1(d).

18 2971. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, and Sergio
19 Marchionne are engaged in "sales" of "merchandise" within the meaning of N.J. Stat. Ann. § 56:8-
20 1(c), (e).

21 2972. The New Jersey Consumer Fraud Act ("New Jersey CFA") makes unlawful "[t]he
22 act, use or employment by any person of any unconscionable commercial practice, deception,
23 fraud, false pretense, false promise, misrepresentation, or the knowing concealment, suppression,
24 or omission of any material fact with the intent that others rely upon such concealment, suppression
25 or omission, in connection with the sale or advertisement of any merchandise or real estate, or with

1 the subsequent performance of such person as aforesaid, whether or not any person has in fact been
2 misled, deceived or damaged thereby..." N.J. Stat. Ann. § 56:8-2.

3 2973. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch, and
4 Marchionne, through their agents, employees, and/or subsidiaries, violated the New Jersey CFA.

5 2974. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively
6 misrepresented the environmental friendliness and emissions of the Subject Vehicles through the
7 EcoDiesel badge—a material fact that was false because the Defendants developed and installed
8 emission cheating components in the Subject Vehicles that caused them to pollute excessively in
9 real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and
10 pervasive consumer communications, the Subject Vehicles' fuel efficiency and performance, and
11 the Defendants concealed that the fuel efficiency and performance could be achieved only through
12 emission control devices in the Subject Vehicles that caused them to pollute excessively in real-
13 world conditions; and (3) the Defendants developed and installed emission cheating components
14 that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently
15 concealed that fact from regulators and Plaintiffs alike. In so doing, and by marketing, offering for
16 sale, and selling the defective Subject Vehicles, Defendants engaged in the following unfair or
17 deceptive acts or practices as prohibited by N.J. Stat. Ann. § 56:8-2: using or employing deception,
18 fraud, false pretense, false promise or misrepresentation, or the concealment, suppression or
19 omission of a material fact with intent that others rely upon such concealment, suppression or
20 omission, in connection with the advertisement and sale/lease of the Subject Vehicles, whether or
21 not any person has in fact been misled, deceived or damaged thereby.

22 2975. Defendants' scheme and concealment of the true characteristics of the EcoDiesel®
23 emission control system were material to Plaintiffs, as Defendants intended. Had they known the

1 truth, Plaintiffs would not have purchased or leased the Subject Vehicles, or—if the Subject
2 Vehicles’ true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—
3 would have paid significantly less for them.

4 2976. Plaintiffs had no way of discerning that Defendants’ representations were false and
5 misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose,
6 because Defendants’ emission control software was extremely sophisticated technology. Plaintiffs
7 did not, and could not, unravel Defendants’ deception on their own.

8 2977. Defendants had an ongoing duty to Plaintiffs to refrain from unfair and deceptive
9 practices under the New Jersey CFA in the course of their business. Specifically, Defendants owed
10 Plaintiffs a duty to disclose all the material facts concerning the EcoDiesel® emission control
11 system because they possessed exclusive knowledge, they intentionally concealed it from
12 Plaintiffs, and/or they made misrepresentations that were rendered misleading because they were
13 contradicted by withheld facts.

14 2978. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate
15 result of Defendants’ concealment, misrepresentations, and/or failure to disclose material
16 information.

17 2979. Defendants’ violations present a continuing risk to Plaintiffs, as well as to the
18 general public. Defendants’ unlawful acts and practices complained of herein affect the public
19 interest.

20 2980. Pursuant to N.J. Stat. Ann. § 56:8-19, Plaintiffs seek an order enjoining
21 Defendants’ unfair and/or deceptive acts or practices, and awarding damages, punitive damages,
22 and any other just and proper relief available under the New Jersey CFA.
23

VIOLATIONS OF THE NEW MEXICO UNFAIR PRACTICES ACT
(N.M. Stat. Ann. §§ 57-12-1, *et seq.*)

2981. Plaintiffs incorporate by reference each preceding paragraph as though fully set forth herein.

2982. Plaintiffs, Heather Aragon, Louie Romero, Jacob Herron, Danny Quisenberry, Santiago and Lorraine Romero, Mike Keenan, Frank Novelli, Michael Paul, (for the purpose of this section, “Plaintiffs”) bring this action on behalf of themselves against all Defendants.

2983. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, Sergio Marchionne, and Plaintiffs are “persons” within the meaning of N.M. Stat. Ann. § 57-12-2.

2984. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, and Marchionne are engaged in trade or commerce within the meaning of N.M. Stat. Ann. § 57-12-2.

2985. The New Mexico Unfair Trade Practices Act (“New Mexico UTPA”) makes unlawful “a false or misleading oral or written statement, visual description or other representation of any kind knowingly made in connection with the sale, lease, rental or loan of goods or services ... by a person in the regular course of the person’s trade or commerce, that may, tends to or does deceive or mislead any person,” including but not limited to “failing to state a material fact if doing so deceives or tends to deceive.” N.M. Stat. Ann. § 57-12-2(D).

2986. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch, and Marchionne, through their agents, employees, and/or subsidiaries, violated the New Mexico UTPA.

2987. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively misrepresented the environmental friendliness and emissions of the Subject Vehicles through the EcoDiesel badge—a material fact that was false because the Defendants developed and installed

1 emission cheating components in the Subject Vehicles that caused them to pollute excessively in
 2 real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and
 3 pervasive consumer communications, the Subject Vehicles' fuel efficiency and performance, and
 4 the Defendants concealed that the fuel efficiency and performance could be achieved only through
 5 emission control devices in the Subject Vehicles that caused them to pollute excessively in real-
 6 world conditions; and (3) the Defendants developed and installed emission cheating components
 7 that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently
 8 concealed that fact from regulators and Plaintiffs alike. In so doing, and by marketing, offering for
 9 sale, and selling the defective Subject Vehicles, Defendants engaged in one or more of the
 10 following unfair or deceptive acts or practices as prohibited by N.M. Stat. Ann. § 57-12-2(D) and
 11 § 57-12-2(E):

12 A. Causing likelihood of confusion or of misunderstanding as to the approval or
 13 certification of the Subject Vehicles;

14 B. Representing that the Subject Vehicles have approval, characteristics, uses, or
 15 benefits that they do not have;

16 C. Representing that the Subject Vehicles are of a particular standard, quality and grade
 17 when they are not;

18 D. Using exaggeration as to a material fact and/or failing to state the material facts
 19 concerning the Subject Vehicles in a way that tended to deceive; and/or

20 E. Acting in a manner that resulted in a gross disparity between the true value of the
 21 Subject Vehicles and the price paid.

22 2988. Defendants' scheme and concealment of the true characteristics of the EcoDiesel®
 23 emission control system were material to Plaintiffs, as Defendants intended. Had they known the
 24 truth, Plaintiffs would not have purchased or leased the Subject Vehicles, or—if the Subject
 25 Vehicles' true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—
 26 would have paid significantly less for them.

1 2989. Plaintiffs had no way of discerning that Defendants' representations were false and
2 misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose,
3 because Defendants' emission control software was extremely sophisticated technology. Plaintiffs
4 did not, and could not, unravel Defendants' deception on their own.

5 2990. Defendants had an ongoing duty to Plaintiffs to refrain from unfair and deceptive
6 practices under the New Mexico UTPA in the course of their business. Specifically, Defendants
7 owed Plaintiffs a duty to disclose all the material facts concerning the EcoDiesel® emission control
8 system because they possessed exclusive knowledge, they intentionally concealed it from
9 Plaintiffs, and/or they made misrepresentations that were rendered misleading because they were
10 contradicted by withheld facts.

11 2991. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate
12 result of Defendants' concealment, misrepresentations, and/or failure to disclose material
13 information.

14 2992. Defendants' violations present a continuing risk to Plaintiffs, as well as to the
15 general public. Defendants' unlawful acts and practices complained of herein affect the public
16 interest.

17 2993. Pursuant to N.M. Stat. Ann. § 57-12-10, Plaintiffs seek an order enjoining
18 Defendants' unfair and/or deceptive acts or practices, and awarding damages, punitive damages,
19 and any other just and proper relief available under the New Mexico UTPA.

20 **VIOLATION OF NEW YORK GENERAL BUSINESS LAW § 349**
21 **(N.Y. Gen. Bus. Law § 349)**
22

23 2994. Plaintiffs incorporate by reference each preceding paragraph as though fully set
24 forth herein.

25 2995. Plaintiffs, Arnold Construction Co. Inc., Bert Dodge, Danny Farrell, Dennis

1 Tubridy, Donald Moore, Erick Lore, Henry Lawson, Jay Printup, John Lazore, John McGarry,
 2 Michael Balzhiser, Mike Blizinski, Peter Ammirati, Ray Falk, Don Lange, Gregory B.
 3 Fenstermaker, Joe Elco, Lauren Steff, Norbert Kucharek, Timothy Rosenberg, Stephen Cimilluca,
 4 James Johnson & Michael Bolton, John A. Barone, Anthony Barbato, William J. Hoak, III, Donald
 5 Scales, Derick Gurney, Jose Mercao, Marcus Aaron Hemsley, Frank Fernandez, LaVerne Brace,
 6 Nicholas F. Baglio, Jimmy Schroeger, Thomas Newton, Thomas Castle, Jason A Puckett, Julie
 7 Staubach, Joseph Neault Jr., Ricky P. Poisson, Amy Fernandes, Louis Barbato, Robert Sisson,
 8 Ashleigh Webster, Robert Sivori, Jesse Stoddard, Jamie L. Day, Christopher M. Forsythe & Linsey
 9 M. Shelton, Scott Brophy, Marc Daquila & Melodye Eldeen, Christian Parker d/b/a Line Striping,
 10 Inc. , Reginaldo Medeiros, Paul Jefferson Rahaman, Jason & Rebecca Cornetto, Jason Brown, Ben
 11 Savino, Brent Ford, Daniel Acker, Daniel Thomas Ruttura, Jeffrey Mills, Sandra Lascano & Jaime
 12 Eugenio, Pete Pompa, Todd Ruttura, Carl Culbertson, Kathleen McCoy, Michael Schrader, (for
 13 the purpose of this section, “Plaintiffs”) bring this action on behalf of themselves against all
 14 Defendants.

15 2996. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, Sergio Marchionne,
 16 and Plaintiffs are “persons” within the meaning of N.Y. Gen. Bus. Law § 349(h).

17 2997. The New York Deceptive Acts and Practices Act (“NY DAPA”) makes unlawful
 18 “[d]eceptive acts or practices in the conduct of any business, trade or commerce.” N.Y. Gen. Bus
 19 Law § 349.

20 2998. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch, and
 21 Sergio Marchionne, through their agents, employees, and/or subsidiaries, violated the New York
 22 DAPA.

23 2999. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively

1 misrepresented the environmental friendliness and emissions of the Subject Vehicles through the
2 EcoDiesel badge—a material fact that was false because the Defendants developed and installed
3 emission cheating components in the Subject Vehicles that caused them to pollute excessively in
4 real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and
5 pervasive consumer communications, the Subject Vehicles’ fuel efficiency and performance, and
6 the Defendants concealed that the fuel efficiency and performance could be achieved only through
7 emission control devices in the Subject Vehicles that caused them to pollute excessively in real-
8 world conditions; and (3) the Defendants developed and installed emission cheating components
9 that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently
10 concealed that fact from regulators and Plaintiffs alike. In so doing, and by marketing, offering for
11 sale, and selling the defective Subject Vehicles, Defendants engaged in one or more of the
12 following unfair or deceptive acts or practices as prohibited by N.Y. Gen. Bus. Law § 349:

13 A. Causing likelihood of confusion or of misunderstanding as to the approval or
14 certification of the Subject Vehicles;

15 B. Representing that the Subject Vehicles have approval, characteristics, uses, or
16 benefits that they do not have;

17 C. Representing that the Subject Vehicles are of a particular standard, quality and grade
18 when they are not;

19 D. Advertising the Subject Vehicles with the intent not to sell or lease them as
20 advertised;

21 E. Engaging in other conduct which created a likelihood of confusion or of
22 misunderstanding; and/or

23 F. Using or employing deception, fraud, false pretense, false promise or
24 misrepresentation, or the concealment, suppression or omission of a material fact with
25 intent that others rely upon such concealment, suppression or omission, in connection
26 with the advertisement and sale/lease of the Subject Vehicles, whether or not any person
27 has in fact been misled, deceived or damaged thereby.

28
29 3000. Defendants’ scheme and concealment of the true characteristics of the EcoDiesel®

1 emission control system were material to Plaintiffs, as Defendants intended. Had they known the
2 truth, Plaintiffs would not have purchased or leased the Subject Vehicles, or—if the Subject
3 Vehicles' true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—
4 would have paid significantly less for them.

5 3001. Plaintiffs had no way of discerning that Defendants' representations were false and
6 misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose,
7 because Defendants' emission control software was extremely sophisticated technology. Plaintiffs
8 did not, and could not, unravel Defendants' deception on their own.

9 3002. Defendants had an ongoing duty to Plaintiffs to refrain from unfair and deceptive
10 practices under the New York DAPA in the course of their business. Specifically, Defendants
11 owed Plaintiffs a duty to disclose all the material facts concerning the EcoDiesel® emission control
12 system because they possessed exclusive knowledge, they intentionally concealed it from
13 Plaintiffs, and/or they made misrepresentations that were rendered misleading because they were
14 contradicted by withheld facts.

15 3003. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate
16 result of Defendants' concealment, misrepresentations, and/or failure to disclose material
17 information.

18 3004. Defendants' violations present a continuing risk to Plaintiffs, as well as to the
19 general public. Defendants' unlawful acts and practices complained of herein affect the public
20 interest.

21 3005. Plaintiffs seek an order enjoining Defendants' unfair and/or deceptive acts or
22 practices, and awarding damages, punitive damages, and any other just and proper relief available
23 under the New York DAPA.

VIOLATIONS OF NEW YORK GENERAL BUSINESS LAW § 350
(N.Y. Gen. Bus. Law § 350)

3006. Plaintiffs incorporate by reference each preceding paragraph as though fully set forth herein.

3007. Plaintiffs, Arnold Construction Co. Inc., Bert Dodge, Danny Farrell, Dennis Tubridy, Donald Moore, Erick Lore, Henry Lawson, Jay Printup, John Lazore, John McGarry, Michael Balzhiser, Mike Blizinski, Peter Ammirati, Ray Falk, Don Lange, Gregory B. Fenstermaker, Joe Elco, Lauren Steff, Norbert Kucharek, Timothy Rosenberg, Stephen Cimilluca, James Johnson & Michael Bolton, John A. Barone, Anthony Barbato, William J. Hoak, III, Donald Scales, Derick Gurney, Jose Mercao, Marcus Aaron Hemsley, Frank Fernandez, LaVerne Brace, Nicholas F. Baglio, Jimmy Schroeger, Thomas Newton, Thomas Castle, Jason A Puckett, Julie Staubach, Joseph Neault Jr., Ricky P. Poisson, Amy Fernandes, Louis Barbato, Robert Sisson, Ashleigh Webster, Robert Sivori, Jesse Stoddard, Jamie L. Day, Christopher M. Forsythe & Linsey M. Shelton, Scott Brophy, Marc Daquila & Melodye Eldeen, Christian Parker d/b/a Line Striping, Inc. , Reginaldo Medeiros, Paul Jefferson Rahaman, Jason & Rebecca Cornetto, Jason Brown, Ben Savino, Brent Ford, Daniel Acker, Daniel Thomas Ruttura, Jeffrey Mills, Sandra Lascano & Jaime Eugenio, Pete Pompa, Todd Ruttura, Carl Culbertson, Kathleen McCoy, Michael Schrader, (for the purpose of this section, “Plaintiffs”) bring this action on behalf of themselves against all Defendants.

3008. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, and Sergio Marchionne are engaged in the “conduct of business, trade or commerce,” within the meaning of N.Y. Gen. Bus. Law § 350.

3009. The New York False Advertising Act (“NY FAA”) makes unlawful “[f]alse advertising in the conduct of any business, trade or commerce.” N.Y. Gen. Bus. Law § 350. False

1 advertising includes “advertising, including labeling, of a commodity . . . if such advertising is
2 misleading in a material respect,” taking into account “the extent to which the advertising fails to
3 reveal facts material in light of . . . representations [made] with respect to the commodity” N.Y.
4 Gen. Bus. Law § 350-a.

5 3010. Defendants caused to be made or disseminated through New York and the United
6 States, through advertising, marketing, and other publications, statements that were untrue or
7 misleading, and which were known, or which by the exercise of reasonable care should have been
8 known to Defendants, to be untrue and misleading to consumers, including Plaintiffs.

9 3011. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively
10 misrepresented the environmental friendliness and emissions of the Subject Vehicles through the
11 EcoDiesel badge—a material fact that was false because the Defendants developed and installed
12 emission cheating components in the Subject Vehicles that caused them to pollute excessively in
13 real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and
14 pervasive consumer communications, the Subject Vehicles’ fuel efficiency and performance, and
15 the Defendants concealed that the fuel efficiency and performance could be achieved only through
16 emission control devices in the Subject Vehicles that caused them to pollute excessively in real-
17 world conditions; and (3) the Defendants developed and installed emission cheating components
18 that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently
19 concealed that fact from regulators and Plaintiffs alike. *See, e.g.*, ¶¶ 149-216; 337-357.

20 3012. Defendants violated the NY FAA by: representing that the Subject Vehicles had
21 characteristics, uses, benefits, and qualities which they do not have; representing that the Subject
22 Vehicles are of a particular standard, quality and grade when they are not; advertising Subject
23 Vehicles with the intent not to sell or lease them as advertised; engaging in other conduct creating

1 a likelihood of confusion or of misunderstanding; and employing concealment, suppression, or
2 omission of material facts in connection with the advertisement and sale of the Subject Vehicles.
3 Defendants knew or should have known that their conduct violated the NY FAA.

4 3013. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate
5 result of Defendants' misrepresentations, deceptions, and their concealment of and failure to
6 disclose material information.

7 3014. All of the wrongful conduct alleged herein occurred, and continues to occur, in the
8 conduct of Defendants' business. Defendants' wrongful conduct is part of a pattern or generalized
9 course of conduct that is still perpetuated and repeated, both in the State of New York and
10 nationwide.

11 3015. Pursuant to the NY FAA, Plaintiffs seek injunctive relief, as well as monetary relief
12 against Defendants measured as the greater of (a) actual damages in an amount to be determined
13 at trial, and (b) statutory damages in the amount of \$500 each for Plaintiffs. Because Defendants'
14 conduct was committed willingly and knowingly, Plaintiffs are entitled to recover three times
15 actual damages, up to \$10,000.

16 **VIOLATIONS OF THE NORTH CAROLINA**
17 **UNFAIR AND DECEPTIVE TRADE PRACTICES ACT**
18 **(N.C. Gen. Stat. §§ 75-1.1, *et seq.*)**

19 3016. Plaintiffs incorporate by reference each preceding paragraph as though fully set
20 forth herein.

21 3017. Plaintiffs, David Duncan, Donavin Auld, Jack Terry & Lee Todd, Jose Mejia, Kim
22 Hall, William Wheeler, Andrew Thomas, Harry Arthur Potter, Steven Phillip & Pamela Fulford
23 Krol, Ray Reynolds, Gus Demetriades, Kyle Schmitting & Kamile Kevliciute, Carl Lachance,
24 Brian Ellis, Tyrone & April Malambri, Donald Harrell, Calvin D. Burrus, III, Felix Orlando

1 Gonzales, Jr., Greg Cain, Colt W. Knight, Bryan Hastings and Jessica Bolling, Travis Lee
 2 Campbell, Frederick B May, Kerrin Tomek, Kenneth Edward Fogle Jr, Robbie Kiss, Francis
 3 Lukowski Jr., Jamison Stanley and Joli A. Elder, Allen Lewis Heffelbower, William Wiggins,
 4 Laura Morgan, Tim Gorgan, Rodney Parr, Justin Chandler, Roxane Branz, Ariel Medrano, Debra
 5 & Ronnie Creed, (for the purpose of this section, “Plaintiffs”) bring this action on behalf of
 6 themselves against all Defendants.

7 3018. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, Sergio Marchionne,
 8 and Plaintiffs are “persons” within the meaning of N.C. Gen. Stat. § 75-1.1, *et seq.*

9 3019. FCA’s, Fiat’s, VM Italy’s, VM America’s, Bosch GmbH’s, Bosch LLC’s, and
 10 Sergio Marchionne’s acts and practices complained of herein were performed in the course of their
 11 trade or business and thus occurred in or affected “commerce,” as defined in N.C. Gen. Stat. § 75-
 12 1.1(b).

13 3020. The North Carolina Unfair and Deceptive Trade Practices Act (“North Carolina
 14 UDTPA”) makes unlawful “[u]nfair methods of competition in or affecting commerce, and unfair
 15 or deceptive acts or practices in or affecting commerce[.]” and the North Carolina UDTPA
 16 provides a private right of action for any person injured “by reason of any act or thing done by any
 17 other person, firm or corporation in violation of” the law. N.C. Gen. Stat. § 75-16.

18 3021. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch, and
 19 Marchionne, through their agents, employees, and/or subsidiaries, violated the North Carolina
 20 UDTPA.

21 3022. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively
 22 misrepresented the environmental friendliness and emissions of the Subject Vehicles through the
 23 EcoDiesel badge—a material fact that was false because the Defendants developed and installed

1 emission cheating components in the Subject Vehicles that caused them to pollute excessively in
 2 real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and
 3 pervasive consumer communications, the Subject Vehicles' fuel efficiency and performance, and
 4 the Defendants concealed that the fuel efficiency and performance could be achieved only through
 5 emission control devices in the Subject Vehicles that caused them to pollute excessively in real-
 6 world conditions; and (3) the Defendants developed and installed emission cheating components
 7 that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently
 8 concealed that fact from regulators and Plaintiffs alike. *See, e.g.*, ¶¶ 149-216; 337-357. In so doing,
 9 and by marketing, offering for sale, and selling the defective Subject Vehicles, Defendants engaged
 10 in one or more of the following unfair or deceptive acts or practices prohibited by the North
 11 Carolina UDTPA:

12 A. Causing likelihood of confusion or of misunderstanding as to the approval
 13 or certification of the Subject Vehicles;

14 B. Representing that the Subject Vehicles have approval, characteristics, uses, or
 15 benefits that they do not have;

16 C. Representing that the Subject Vehicles are of a particular standard, quality and
 17 grade when they are not;

18 D. Advertising the Subject Vehicles with the intent not to sell or lease them as
 19 advertised;

20 E. Engaging in other conduct which created a likelihood of confusion or of
 21 misunderstanding; and/or

22 F. Using or employing deception, fraud, false pretense, false promise or
 23 misrepresentation, or the concealment, suppression or omission of a material fact
 24 with intent that others rely upon such concealment, suppression or omission, in
 25 connection with the advertisement and sale/lease of the Subject Vehicles, whether
 26 or not any person has in fact been misled, deceived or damaged thereby.

27
 28 3023. Defendants' scheme and concealment of the true characteristics of the EcoDiesel®

29 emission control system were material to Plaintiffs, as Defendants intended. Had they known the

1 truth, Plaintiffs would not have purchased or leased the Subject Vehicles, or—if the Subject
2 Vehicles’ true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—
3 would have paid significantly less for them.

4 3024. Plaintiffs had no way of discerning that Defendants’ representations were false and
5 misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose,
6 because Defendants’ emission control software was extremely sophisticated technology. Plaintiffs
7 did not, and could not, unravel Defendants’ deception on their own.

8 3025. Defendants had an ongoing duty to Plaintiffs to refrain from unfair and deceptive
9 practices under the North Carolina UDTPA in the course of their business. Specifically,
10 Defendants owed Plaintiffs a duty to disclose all the material facts concerning the EcoDiesel®
11 emission control system because they possessed exclusive knowledge, they intentionally
12 concealed it from Plaintiffs, and/or they made misrepresentations that were rendered misleading
13 because they were contradicted by withheld facts.

14 3026. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate
15 result of Defendants’ concealment, misrepresentations, and/or failure to disclose material
16 information.

17 3027. Defendants’ violations present a continuing risk to Plaintiffs, as well as to the
18 general public. Defendants’ unlawful acts and practices complained of herein affect the public
19 interest.

20 3028. Pursuant to N.C. Gen. Stat. § 75-16, Plaintiffs seek an order enjoining Defendants’
21 unfair and/or deceptive acts or practices, and awarding damages, punitive damages, and any other
22 just and proper relief available under the North Carolina UDTPA.
23

**VIOLATION OF THE NORTH DAKOTA CONSUMER FRAUD ACT
(N.D. Cent. Code § 51-15-02)**

3029. Plaintiffs incorporate by reference each preceding paragraph as though fully set forth herein.

3030. Plaintiffs, Chris Samuelson, Clinton T. McKinney, Michael James Wolbert, Vaughan Wooden, Lev Cooper, Steve J. Mast (for the purpose of this section, “Plaintiff”) brings this action on behalf of themselves against all Defendants.

3031. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, Sergio Marchionne, Plaintiff, and Plaintiffs are “persons” within the meaning of N.D. Cent. Code § 51-15-02(4).

3032. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, and Sergio Marchionne are engaged in the “sale” of “merchandise” within the meaning of N.D. Cent. Code §§ 51-15-02(3), (5).

3033. The North Dakota Consumer Fraud Act (“North Dakota CFA”) makes unlawful “[t]he act, use, or employment by any person of any deceptive act or practice, fraud, false pretense, false promise, or misrepresentation, with the intent that others rely thereon in connection with the sale or advertisement of any merchandise....” N.D. Cent. Code § 51-15-02.

3034. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch, and Marchionne, through their agents, employees, and/or subsidiaries, violated the North Dakota CFA.

3035. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively misrepresented the environmental friendliness and emissions of the Subject Vehicles through the EcoDiesel badge—a material fact that was false because the Defendants developed and installed emission cheating components in the Subject Vehicles that caused them to pollute excessively in real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and pervasive consumer communications, the Subject Vehicles’ fuel efficiency and performance, and

1 the Defendants concealed that the fuel efficiency and performance could be achieved only through
2 emission control devices in the Subject Vehicles that caused them to pollute excessively in real-
3 world conditions; and (3) the Defendants developed and installed emission cheating components
4 that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently
5 concealed that fact from regulators and Plaintiffs alike. *See, e.g.*, ¶¶ 149-216; 337-357. In so doing,
6 and by marketing, offering for sale, and selling the defective Subject Vehicles, Defendants engaged
7 in one or more of the following unfair or deceptive acts or practices prohibited by N.D. Cent. Code
8 § 51-15-02: using or employing deception, fraud, false pretense, false promise or
9 misrepresentation, with intent that others rely thereon, in connection with the advertisement and
10 sale/lease of the Subject Vehicles, whether or not any person has in fact been misled, deceived or
11 damaged thereby.

12 3036. Defendants' scheme and concealment of the true characteristics of the EcoDiesel®
13 emission control system were material to Plaintiff, as Defendants intended. Had they known the
14 truth, Plaintiff would not have purchased or leased the Subject Vehicles, or—if the Subject
15 Vehicles' true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—
16 would have paid significantly less for them.

17 3037. Plaintiffs had no way of discerning that Defendants' representations were false and
18 misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose,
19 because Defendants' emission control software was extremely sophisticated technology. Plaintiffs
20 did not, and could not, unravel Defendants' deception on their own.

21 3038. Defendants had an ongoing duty to Plaintiff to refrain from unfair and deceptive
22 practices under the North Dakota CFA in the course of their business. Specifically, Defendants
23 owed Plaintiffs a duty to disclose all the material facts concerning the EcoDiesel® emission control

1 system because they possessed exclusive knowledge, they intentionally concealed it from
 2 Plaintiffs, and/or they made misrepresentations that were rendered misleading because they were
 3 contradicted by withheld facts.

4 3039. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate
 5 result of Defendants' concealment, misrepresentations, and/or failure to disclose material
 6 information.

7 3040. Defendants' violations present a continuing risk to Plaintiff, as well as to the
 8 general public. Defendants' unlawful acts and practices complained of herein affect the public
 9 interest.

10 3041. Pursuant to N.D. Cent. Code Ann. §§ 51-15-07 and 51-15-09, Plaintiff seek an
 11 order enjoining Defendants' unfair and/or deceptive acts or practices and awarding damages, treble
 12 damages, and any other just and proper relief available under the North Dakota CFA.

13 **VIOLATIONS OF THE OHIO CONSUMER SALES PRACTICES ACT**
 14 **(Ohio Rev. Code §§ 1345.01, *et seq.*)**
 15

16 3042. Plaintiffs incorporate by reference each preceding paragraph as though fully set
 17 forth herein.

18 3043. Plaintiffs, Bill Bilicki, Gregory Erwin, Jordan Turske, Kimberly C. Miller, Robert
 19 Redman, Ron Hayden & Ashley Suran, Carl Barber, Marc Hopton, Michael Mossison, Steve
 20 Young d/b/a Wrecker One, Jason Reigelsperger, Scot McCrea, Ronda Stratton, Ryan Scott, John
 21 & Shirley Hecker, Zachary Gordon, Jeffrey A. Stracensky, Robert Radel, Emily K. Blankenship,
 22 Gary Smith, Shawn Patrick McNew, Todd Dana Strickland, Paul Gambrill, Donald and Kimberly
 23 Schmit, Gregory Clendenin, Nathan Strahinic and Stacey Grafmeyer, Kevin P Brinkhoff, Thomas
 24 and Jean Mickle, Bruce Ludlow, Richard Tomilson, Lawrence Fox, Harold Douglas Maynard, Mark
 25 A. Shackelford, Nick DiGioia, Larry Dygert, Kody Willhelmi, (for the purpose of this section,

1 “Plaintiff”) brings this action on behalf of themselves against all Defendants.

2 3044. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, Sergio Marchionne,
3 Plaintiff, and Plaintiffs are “persons” within the meaning of Ohio Rev. Code § 1345.01(B).
4 Defendants are so “supplier[s]” as defined by Ohio Rev. Code 2 § 1345.01(C).

5 3045. Plaintiff are “consumers” within the meaning of Ohio Rev. Code § 1345.01(D), and
6 their purchase and leases of the Subject Vehicles are “consumer transactions” within the meaning
7 of Ohio Rev. Code § 1345.01(A).

8 3046. The Ohio Consumer Sales Practices Act (“Ohio CSPA”) prohibits unfair or
9 deceptive acts or practices in connection with a consumer transaction. Ohio Rev. Code § 1345.02.

10 3047. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch, and
11 Marchionne, through their agents, employees, and/or subsidiaries, violated the Ohio CSPA.

12 3048. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively
13 misrepresented the environmental friendliness and emissions of the Subject Vehicles through the
14 EcoDiesel badge—a material fact that was false because the Defendants developed and installed
15 emission cheating components in the Subject Vehicles that caused them to pollute excessively in
16 real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and
17 pervasive consumer communications, the Subject Vehicles’ fuel efficiency and performance, and
18 the Defendants concealed that the fuel efficiency and performance could be achieved only through
19 emission control devices in the Subject Vehicles that caused them to pollute excessively in real-
20 world conditions; and (3) the Defendants developed and installed emission cheating components
21 that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently
22 concealed that fact from regulators and Plaintiffs alike. *See, e.g.*, ¶¶ 149-216; 337-357. In so doing,
23 and by marketing, offering for sale, and selling the defective Subject Vehicles, Defendants engaged

1 in one or more of the following unfair or deceptive acts or practices as prohibited by Ohio Rev.
2 Code § 1345.02:

3 A. Representing that the Subject Vehicles have approval, characteristics, uses, or
4 benefits that they do not have; and/or

5 B. Representing that the Subject Vehicles are of a particular standard, quality and grade
6 when they are not.
7

8 3049. Defendants' scheme and concealment of the true characteristics of the EcoDiesel®
9 emission control system were material to Plaintiff, as Defendants intended. Had they known the
10 truth, Plaintiff would not have purchased or leased the Subject Vehicles, or—if the Subject
11 Vehicles' true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—
12 would have paid significantly less for them.

13 3050. Plaintiffs had no way of discerning that Defendants' representations were false and
14 misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose,
15 because Defendants' emission control software was extremely sophisticated technology. Plaintiffs
16 did not, and could not, unravel Defendants' deception on their own.

17 3051. Defendants had an ongoing duty to Plaintiffs to refrain from unfair and deceptive
18 practices under the Ohio CSPA in the course of their business. Specifically, Defendants owed
19 Plaintiffs a duty to disclose all the material facts concerning the EcoDiesel® emission control
20 system because they possessed exclusive knowledge, they intentionally concealed it from Plaintiff,
21 and/or they made misrepresentations that were rendered misleading because they were
22 contradicted by withheld facts.

23 3052. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate
24 result of Defendants' concealment, misrepresentations, and/or failure to disclose material
25 information.

1 3053. Defendants' violations present a continuing risk to Plaintiff, as well as to the
2 general public. Defendants' unlawful acts and practices complained of herein affect the public
3 interest.

4 3054. Pursuant to Ohio Rev. Code § 1345.09, Plaintiff seek an order enjoining
5 Defendants' unfair and/or deceptive acts or practices, and awarding damages, punitive damages,
6 and any other just and proper relief available under the Ohio CSPA.

7 **VIOLATIONS OF THE OHIO DECEPTIVE TRADE PRACTICES ACT**
8 **(Ohio Rev. Code § 4165.01, *et seq.*)**
9

10 3055. Plaintiffs incorporate by reference each preceding paragraph as though fully set
11 forth herein.
12

13 3056. Plaintiffs, Bill Bilicki, Gregory Erwin, Jordan Turske, Kimberly C. Miller, Robert
14 Redman, Ron Hayden & Ashley Suran, Carl Barber, Marc Hopton, Michael Mossison, Steve
15 Young d/b/a Wrecker One, Jason Reigelsperger, Scot McCrea, Ronda Stratton, Ryan Scott, John
16 & Shirley Hecker, Zachary Gordon, Jeffrey A. Stracensky, Robert Radel, Emily K. Blankenship,
17 Gary Smith, Shawn Patrick McNew, Todd Dana Strickland, Paul Gambrill, Donald and Kimberly
18 Schmit, Gregory Clendenin, Nathan Strahinic and Stacey Grafmeyer, Kevin P Brinkhoff, Thomas
19 and Jean Mickle, Bruce Ludlow, Richard Tomilson, Lawrence Fox, Harold Douglas Maynard, Mark
20 A. Shackelford, Nick DiGioia, Larry Dygert, Kody Willhelmi, (for the purpose of this section,
21 "Plaintiff") brings this action on behalf of themselves against all Defendants.

22 3057. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, Sergio Marchionne,
23 Plaintiff, and Plaintiffs are "persons" within the meaning of Ohio Rev. Code § 4165.01(D).

24 3058. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, and Sergio
25 Marchionne are engaged in "the course of [their] business" within the meaning of Ohio Rev. Code

1 § 4165.02(A).

2 3059. The Ohio Deceptive Trade Practices Act (“Ohio DTPA”) makes unlawful deceptive
3 trade practices. Ohio Rev. Code § 4165.02(A).

4 3060. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch, and
5 Marchionne, through their agents, employees, and/or subsidiaries, violated the Ohio DTPA.

6 3061. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively
7 misrepresented the environmental friendliness and emissions of the Subject Vehicles through the
8 EcoDiesel badge—a material fact that was false because the Defendants developed and installed
9 emission cheating components in the Subject Vehicles that caused them to pollute excessively in
10 real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and
11 pervasive consumer communications, the Subject Vehicles’ fuel efficiency and performance, and
12 the Defendants concealed that the fuel efficiency and performance could be achieved only through
13 emission control devices in the Subject Vehicles that caused them to pollute excessively in real-
14 World conditions; and (3) the Defendants developed and installed emission cheating components
15 that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently
16 concealed that fact from regulators and Plaintiffs alike. *See, e.g.*, ¶¶ 149-216; 337-357. In so doing,
17 and by marketing, offering for sale, and selling the defective Subject Vehicles, Defendants engaged
18 in one or more of the following unfair or deceptive acts or practices as defined in Ohio Rev. Code
19 § 4165.02(A):

20 A. Causing likelihood of confusion or of misunderstanding as to the approval or
21 certification of the Subject Vehicles;

22 B. Representing that the Subject Vehicles have approval, characteristics, uses, or
23 benefits that they do not have;

24 C. Representing that the Subject Vehicles are of a particular standard, quality and grade
25 when they are not; and/or

1 D. Advertising the Subject Vehicles with the intent not to sell or lease them as
2 advertised.

3
4 3062. Defendants' scheme and concealment of the true characteristics of the EcoDiesel®
5 emission control system were material to Plaintiff, as Defendants intended. Had they known the
6 truth, Plaintiff would not have purchased or leased the Subject Vehicles, or—if the Subject
7 Vehicles' true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—
8 would have paid significantly less for them.

9 3063. Plaintiffs had no way of discerning that Defendants' representations were false and
10 misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose,
11 because Defendants' emission control software was extremely sophisticated technology. Plaintiffs
12 did not, and could not, unravel Defendants' deception on their own.

13 3064. Defendants had an ongoing duty to the Plaintiffs to refrain from unfair and
14 deceptive practices under the Ohio DTPA in the course of their business. Specifically, Defendants
15 owed Plaintiffs a duty to disclose all the material facts concerning the EcoDiesel® emission control
16 system because they possessed exclusive knowledge, they intentionally concealed it from Plaintiff,
17 and/or they made misrepresentations that were rendered misleading because they were
18 contradicted by withheld facts.

19 3065. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate
20 result of Defendants' concealment, misrepresentations, and/or failure to disclose material
21 information.

22 3066. Defendants' violations present a continuing risk to Plaintiff, as well as to the
23 general public. Defendants' unlawful acts and practices complained of herein affect the public
24 interest.

25 3067. Pursuant to Ohio Rev. Code §§ 2727.02 and 4165.03, Plaintiff seek an order

enjoining Defendants' unfair and/or deceptive acts or practices, and awarding damages, punitive damages, and any other just and proper relief available under the Ohio DTPA.

VIOLATION OF OKLAHOMA CONSUMER PROTECTION ACT
(Okla. Stat. Tit. 15 § 751, *et seq.*)

3068. Plaintiffs incorporate by reference each preceding paragraph as though fully set forth herein.

3069. Plaintiffs, Clay Cooper, Don & Jackie Walker, Jimmy & Rene Flippen, John Lance, Randy & Angie Reed, Rex Hale, Robert Theser, Timothy P. Woodson, Wade J. Lackey, Jason Trotter, John Stork, Tony Hutchinson, Angel Huerta, Jeff Kays, Lloyd Howard, Gary & Tracy McKeever, Steve E. & Sheryl Ridenour, Matthew Litterell, Kim Watson, Allen Wallis, Brent Lavender, Adam Covington, Troy Atcheson, Lochland D. Jeffries, Willard and Corina Ragland, Vince McBride, David Waltman, Garrett Dantzler, Josh and Amber Gwillim, Casamere and William Creacy, Kris Kemper, Kristofferson and Lacey Blain, Dwayne Boggs, Thomas A Edwards, Jeffery and Tracie Quine, Harold and Donna Imke, Tad and Stephanie Hamil, Tanner Tibbets, Russell Kious, Jocko Vermillion, Michael Chandler, Gale & Retha Powell, Richard Thomassom, Richard & Shelly Green, Charlie Elliot, Rickey Pittman, Raymond Russell, Blake Byrne, Lawrence & Susan Swonger, (for the purpose of this section, "Plaintiff") brings this action on behalf of themselves against all Defendants.

3070. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, Sergio Marchionne, Plaintiff, and Plaintiffs are "persons" within the meaning of Okla. Stat. Tit. 15 § 752.1.

3071. At all relevant times, FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, and Sergio Marchionne are and were engaged in "the course of business" within the meaning of Okla. Stat. Tit. 15 § 753.

3072. The Oklahoma Consumer Protection Act ("Oklahoma CPA") prohibits numerous

unlawful acts, including misleading representations, false advertisements, and false statements.
Okla. Stat. Tit. 15 § 753.

3073. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch, and Marchionne, through their agents, employees, and/or subsidiaries, violated the Oklahoma CPA.

3074. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively misrepresented the environmental friendliness and emissions of the Subject Vehicles through the EcoDiesel badge—a material fact that was false because the Defendants developed and installed emission cheating components in the Subject Vehicles that caused them to pollute excessively in real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and pervasive consumer communications, the Subject Vehicles’ fuel efficiency and performance, and the Defendants concealed that the fuel efficiency and performance could be achieved only through emission control devices in the Subject Vehicles that caused them to pollute excessively in real-world conditions; and (3) the Defendants developed and installed emission cheating components that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently concealed that fact from regulators and Plaintiffs alike. *See, e.g.*, ¶¶ 149-216; 337-357. In so doing, and by marketing, offering for sale, and selling the defective Subject Vehicles, Defendants engaged in one or more of the following unfair or deceptive acts or practices as defined in Okla. Stat. Tit. 15 § 753:

A. Representing that the Subject Vehicles have approval, characteristics, uses, or benefits that they do not have;

B. Representing that the Subject Vehicles are of a particular standard, quality and grade when they are not; and/or

C. Advertising the Subject Vehicles with the intent not to sell or lease them as advertised.

3075. Defendants’ scheme and concealment of the true characteristics of the EcoDiesel®

1 emission control system were material to Plaintiff, as Defendants intended. Had they known the
2 truth, Plaintiff would not have purchased or leased the Subject Vehicles, or—if the Subject
3 Vehicles' true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—
4 would have paid significantly less for them.

5 3076. Plaintiffs had no way of discerning that Defendants' representations were false and
6 misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose,
7 because Defendants' emission control software was extremely sophisticated technology. Plaintiffs
8 did not, and could not, unravel Defendants' deception on their own.

9 3077. Defendants had an ongoing duty to Plaintiff to refrain from unfair and deceptive
10 practices under the Oklahoma CPA in the course of their business. Specifically, Defendants owed
11 Plaintiffs a duty to disclose all the material facts concerning the EcoDiesel® emission control
12 system because they possessed exclusive knowledge, they intentionally concealed it from Plaintiff,
13 and/or they made misrepresentations that were rendered misleading because they were
14 contradicted by withheld facts.

15 3078. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate
16 result of Defendants' concealment, misrepresentations, and/or failure to disclose material
17 information.

18 3079. Defendants' violations present a continuing risk to Plaintiff, as well as to the
19 general public. Defendants' unlawful acts and practices complained of herein affect the public
20 interest.

21 3080. Pursuant to Okla. Stat. Tit. 15 § 761.1, Plaintiff seek an order enjoining Defendants'
22 unfair and/or deceptive acts or practices, and awarding damages, punitive damages, and any other
23 just and proper relief available under the Oklahoma CPA.

VIOLATIONS OF THE OREGON UNLAWFUL TRADE PRACTICES ACT
(Or. Rev. Stat. §§ 646.605, *et seq.*)

3081. Plaintiffs incorporate by reference each preceding paragraph as though fully set forth herein.

3082. Plaintiffs, David S. Wergen, Frank & Lisa Meyers, Kris A. Shepherd, Loren Heideman, Mark Seghetti d/b/a R&B Outdoors, Inc., Chuck McClaugherty, Daniel & Laura Zamora, Donald Wacek, Joey Lea & Mark McVane, Ben Doney, Scott Platko, Colton Warren Shannon, Wade Rodney Aylett, Crystal Lee Bonotto, Leo Karnowski Jr, Rodney Robinson, Steven and Jennifer Weir, Sam Rickey Richey, Mace McVay, Robert Troudt, Jimmy Lanz, Kurt Cundiff, Wade Kaseberg, Jeff & Cynthia Sullens, Kevin & Danyelle Ramsey, Tom & Shawn Wells, Jordan Smith, Tylor Cillione, (for the purpose of this section, “Plaintiffs”) bring this action on behalf of themselves against all Defendants.

3083. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, Sergio Marchionne, and Plaintiffs are “persons” within the meaning of Or. Rev. Stat. § 646.605(4).

3084. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, and Sergio Marchionne are engaged in “trade” or “commerce” within the meaning of Or. Rev. Stat. § 646.605(8).

3085. The Oregon Unfair Trade Practices Act (“Oregon UTPA”) prohibits “unlawful practice . . . in the course of . . . business.” Or. Rev. Stat. § Ann. 646.608(1).

3086. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch, and Marchionne, through their agents, employees, and/or subsidiaries, violated the Oregon UTPA.

3087. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively misrepresented the environmental friendliness and emissions of the Subject Vehicles through the EcoDiesel badge—a material fact that was false because the Defendants developed and installed

1 emission cheating components in the Subject Vehicles that caused them to pollute excessively in
 2 real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and
 3 pervasive consumer communications, the Subject Vehicles' fuel efficiency and performance, and
 4 the Defendants concealed that the fuel efficiency and performance could be achieved only through
 5 emission control devices in the Subject Vehicles that caused them to pollute excessively in real-
 6 world conditions; and (3) the Defendants developed and installed emission cheating components
 7 that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently
 8 concealed that fact from regulators and Plaintiffs alike. *See, e.g.*, ¶¶ 149-216; 337-357. In so doing,
 9 and by marketing, offering for sale, and selling the defective Subject Vehicles, Defendants engaged
 10 in one or more of the following unlawful practices as defined in 21 Or. Rev. Stat. § 646.608(1):

11 A. Causing likelihood of confusion or of misunderstanding as to the approval or
 12 certification of the Subject Vehicles;

13 B. Representing that the Subject Vehicles have approval, characteristics, uses, or
 14 benefits that they do not have;

15 C. Representing that the Subject Vehicles are of a particular standard, quality and grade
 16 when they are not; and/or

17 D. Advertising the Subject Vehicles with the intent not to sell or lease them as
 18 advertised.

19
 20 3088. Defendants' scheme and concealment of the true characteristics of the EcoDiesel®
 21 emission control system were material to Plaintiffs, as Defendants intended. Had they known the
 22 truth, Plaintiffs would not have purchased or leased the Subject Vehicles, or—if the Subject
 23 Vehicles' true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—
 24 would have paid significantly less for them.

25 3089. Plaintiffs had no way of discerning that Defendants' representations were false and
 26 misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose,
 27 because Defendants' emission control software was extremely sophisticated technology. Plaintiffs

1 did not, and could not, unravel Defendants' deception on their own.

2 3090. Defendants had an ongoing duty to Plaintiffs to refrain from unfair and deceptive
3 practices under the Oregon UTPA in the course of their business. Specifically, Defendants owed
4 Plaintiffs a duty to disclose all the material facts concerning the EcoDiesel® emission control
5 system because they possessed exclusive knowledge, they intentionally concealed it from
6 Plaintiffs, and/or they made misrepresentations that were rendered misleading because they were
7 contradicted by withheld facts.

8 3091. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate
9 result of Defendants' concealment, misrepresentations, and/or failure to disclose material
10 information.

11 3092. Defendants' violations present a continuing risk to Plaintiffs, as well as to the
12 general public. Defendants' unlawful acts and practices complained of herein affect the public
13 interest.

14 3093. Pursuant to Or. Rev. Stat. § 646.638, Plaintiffs seek an order enjoining Defendants'
15 unfair and/or deceptive acts or practices, and awarding damages, punitive damages, and any other
16 just and proper relief available under the Oregon UTPA.

17 **VIOLATION OF THE PENNSYLVANIA UNFAIR TRADE PRACTICES**
18 **AND CONSUMER PROTECTION LAW**
19 **(73 Pa. Stat. Ann. § 201-1, *et seq.*)**
20

21 3094. Plaintiffs incorporate by reference each preceding paragraph as though fully set
22 forth herein.

23 3095. Plaintiffs, Terrance Piper, Jeffrey A. Michener, Johnathan Proctor, Ken G. Sharpe,
24 Morgan Green, Scot Fick, Thomas J. & Gilbert T. Madonna, Amy McCarthy, Bill Plagianakos,
25 Patti & Robert Fobia, Anthony Stockdale, Russell Grief, Sarah Miller, George Anthony, Angeline

1 & Stephen Connaghan, Duane Gleason, Susan Burkland, Lee & Inna Halpert, Dean Kohanyi,
 2 Ricardo C. & Michelle Calla, Travis Ray Burwell, Gregg Rafalco, Timothy Graham, Dawn Noll,
 3 Bernice and Pete Greene, Loren K. Nye, Frank E II and Dolly Rae Baker, Dustin R Downing Jr,
 4 Matthew Hoser, Mason Lauer, Martin Zueger, Thomas Nicholas Bezick, Robert Patterson Snyder,
 5 Larry E. and Hazel A. Heeter, Troy Young, Michael Moreland, George A. Gunther, John Ball,
 6 Mark Schultz, John Guarino, Jr., Kevin & Elaine Collier, Thomas Pisano, Aj Himmelsbach, Steve
 7 & Mallory Wilson, Jay E. Fitzgerald, (for the purpose of this section, “Plaintiffs”) bring this action
 8 on behalf of themselves against all Defendants.

9 3096. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, Sergio Marchionne,
 10 and Plaintiffs are “persons” within the meaning of 73 Pa. Stat. Ann. § 201-2. (2).

11 3097. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, and Sergio
 12 Marchionne are engaged in “trade” or “commerce” within the meaning of 73 Pa. Stat. Ann. § 201-
 13 2(3).

14 3098. The Pennsylvania Unfair Trade Practices Act (“Pennsylvania UTPA”) prohibits
 15 “unfair or deceptive acts or practices in the conduct of any trade or commerce” 73 Pa. Stat.
 16 Ann. § 201 3.

17 3099. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch, and
 18 Marchionne, through their agents, employees, and/or subsidiaries, violated the Pennsylvania
 19 UTPA.

20 3100. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively
 21 misrepresented the environmental friendliness and emissions of the Subject Vehicles through the
 22 EcoDiesel badge—a material fact that was false because the Defendants developed and installed
 23 emission cheating components in the Subject Vehicles that caused them to pollute excessively in

1 real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and
 2 pervasive consumer communications, the Subject Vehicles' fuel efficiency and performance, and
 3 the Defendants concealed that the fuel efficiency and performance could be achieved only through
 4 emission control devices in the Subject Vehicles that caused them to pollute excessively in real-
 5 world conditions; and (3) the Defendants developed and installed emission cheating components
 6 that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently
 7 concealed that fact from regulators and Plaintiffs alike. *See, e.g.*, ¶¶ 149-216; 337-357. In so doing,
 8 and by marketing, offering for sale, and selling the defective Subject Vehicles, Defendants engaged
 9 in one or more of the following unfair or deceptive acts or practices in violation of 73 Pa. Stat.
 10 Ann. § 201-3:

11 A. Causing likelihood of confusion or of misunderstanding as to the approval or
 12 certification of the Subject Vehicles;

13 B. Representing that the Subject Vehicles have approval, characteristics, uses, or
 14 benefits that they do not have;

15 C. Representing that the Subject Vehicles are of a particular standard, quality and grade
 16 when they are not;

17 D. Advertising the Subject Vehicles with the intent not to sell or lease them as
 18 advertised;

19 E. Engaging in other conduct which created a likelihood of confusion or of
 20 misunderstanding; and/or

21 F. Using or employing deception, fraud, false pretense, false promise or
 22 misrepresentation, or the concealment, suppression or omission of a material fact with
 23 intent that others rely upon such concealment, suppression or omission, in connection
 24 with the advertisement and sale/lease of the Subject Vehicles, whether or not any person
 25 has in fact been misled, deceived or damaged thereby.

26
 27 3101. Defendants' scheme and concealment of the true characteristics of the EcoDiesel®
 28 emission control system were material to Plaintiffs, as Defendants intended. Had they known the
 29 truth, Plaintiffs would not have purchased or leased the Subject Vehicles, or—if the Subject

1 Vehicles' true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—
2 would have paid significantly less for them.

3 3102. Plaintiffs had no way of discerning that Defendants' representations were false and
4 misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose,
5 because Defendants' emission control software was extremely sophisticated technology. Plaintiffs
6 did not, and could not, unravel Defendants' deception on their own.

7 3103. Defendants had an ongoing duty to Plaintiffs to refrain from unfair and deceptive
8 practices under the Pennsylvania UTPA in the course of their business. Specifically, Defendants
9 owed Plaintiffs a duty to disclose all the material facts concerning the EcoDiesel® emission control
10 system because they possessed exclusive knowledge, they intentionally concealed it from
11 Plaintiffs, and/or they made misrepresentations that were rendered misleading because they were
12 contradicted by withheld facts.

13 3104. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate
14 result of Defendants' concealment, misrepresentations, and/or failure to disclose material
15 information.

16 3105. Defendants' violations present a continuing risk to Plaintiffs, as well as to the
17 general public. Defendants' unlawful acts and practices complained of herein affect the public
18 interest.

19 3106. Pursuant to 73 Pa. Stat. Ann. § 201-9.2(a), Plaintiffs seek an order enjoining
20 Defendants' unfair and/or deceptive acts or practices, and awarding damages, punitive and/or
21 treble damages, and any other just and proper relief available under the Pennsylvania UTPA.

22 **VIOLATION OF THE RHODE ISLAND DECEPTIVE**
23 **TRADE PRACTICES ACT**
24 **(R.I. Gen. Laws § 6-13.1, *et seq.*)**
25

26 3107. Plaintiffs incorporate by reference each preceding paragraph as though fully set

1 forth herein.

2 3108. Plaintiffs, Dennis Begin, Robert H. Reuter, (for the purpose of this section,
3 “Plaintiffs”) bring this action on behalf of Plaintiffs against all Defendants.

4 3109. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, Sergio Marchionne,
5 and Plaintiffs are “persons” within the meaning of R.I. Gen. Laws § 6-13.1-1(3).

6 3110. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, and Sergio
7 Marchionne are engaged in “trade” or “commerce” within the meaning of R.I. Gen. Laws § 6-
8 13.1-1(5).

9 3111. The Rhode Island Deceptive Trade Practices Act (“Rhode Island DTPA”) prohibits
10 “unfair or deceptive acts or practices in the conduct of any trade or commerce.” R.I. Gen. Laws §
11 6-13.1-2.

12 3112. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch, and
13 Marchionne, through their agents, employees, and/or subsidiaries, violated the Rhode Island
14 DTPA.

15 3113. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively
16 misrepresented the environmental friendliness and emissions of the Subject Vehicles through the
17 EcoDiesel badge—a material fact that was false because the Defendants developed and installed
18 emission cheating components in the Subject Vehicles that caused them to pollute excessively in
19 real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and
20 pervasive consumer communications, the Subject Vehicles’ fuel efficiency and performance, and
21 the Defendants concealed that the fuel efficiency and performance could be achieved only through
22 emission control devices in the Subject Vehicles that caused them to pollute excessively in real-
23 world conditions; and (3) the Defendants developed and installed emission cheating components

1 that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently
 2 concealed that fact from regulators and Plaintiffs alike. *See, e.g.*, ¶¶ 149-216; 337-357. In so doing,
 3 and by marketing, offering for sale, and selling the defective Subject Vehicles, Defendants engaged
 4 in one or more of the following unfair or deceptive acts or practices as defined in R.I. Gen. Laws
 5 § 6-13.1-1(6):

6
 7 A. Causing likelihood of confusion or of misunderstanding as to the approval or
 8 certification of the Subject Vehicles;

9 B. Representing that the Subject Vehicles have approval, characteristics, uses, or
 10 benefits that they do not have;

11 C. Representing that the Subject Vehicles are of a particular standard, quality and grade
 12 when they are not;

13 D. Advertising the Subject Vehicles with the intent not to sell or lease them as
 14 advertised; and/or

15 E. Engaging in other conduct which created a likelihood of confusion or of
 16 misunderstanding.

17
 18 3114. Defendants' scheme and concealment of the true characteristics of the EcoDiesel®
 19 emission control system were material to the Plaintiffs, as Defendants intended. Had they known
 20 the truth, Plaintiffs would not have purchased or leased the Subject Vehicles, or—if the Subject
 21 Vehicles' true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—
 22 would have paid significantly less for them.

23 3115. Plaintiffs members had no way of discerning that Defendants' representations were
 24 false and misleading, or otherwise learning the facts that Defendants had concealed or failed to
 25 disclose, because Defendants' emission control software was extremely sophisticated technology.
 26 Plaintiffs did not, and could not, unravel Defendants' deception on their own.

27 3116. Defendants had an ongoing duty to the Plaintiffs to refrain from unfair and

1 deceptive practices under the Rhode Island DTPA in the course of their business. Specifically,
 2 Defendants owed Plaintiffs a duty to disclose all the material facts concerning the EcoDiesel®
 3 emission control system because they possessed exclusive knowledge, they intentionally
 4 concealed it from the Plaintiffs, and/or they made misrepresentations that were rendered
 5 misleading because they were contradicted by withheld facts.

6 3117. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate
 7 result of Defendants' concealment, misrepresentations, and/or failure to disclose material
 8 information.

9 3118. Defendants' violations present a continuing risk to the Plaintiffs, as well as to the
 10 general public. Defendants' unlawful acts and practices complained of herein affect the public
 11 interest.

12 3119. Pursuant to R.I. Gen. Laws § 6-13.1-5.2(a), Plaintiffs seek an order enjoining
 13 Defendants' unfair and/or deceptive acts or practices, and awarding damages, punitive damages,
 14 and any other just and proper relief available under the Rhode Island DTPA.

15 **VIOLATIONS OF THE SOUTH CAROLINA UNFAIR TRADE PRACTICES ACT**
 16 **(S.C. Code Ann. § 39-5-10, *et seq.*)**
 17

18 3120. Plaintiffs incorporate by reference each preceding paragraph as though fully set
 19 forth herein.

20 3121. Plaintiffs, William Johnson, Andrew Steele, Andrew Curtis & Mimi Elizabeth
 21 Reid, Christopher Fehr, Danny Hill, James Fox, Jason Downs, Kimela Anne Bryant, Kurtis J.
 22 Melin, Patrick Hair & Angelica Eller, Patrick Diggin, Matthew Deavers, Marko Seget, Matt
 23 Hersey, Kimberly S. Henson, Joseph Newell, William Jones, (for the purpose of this section,
 24 "Plaintiffs") bring this action on behalf of themselves against all Defendants.

25 3122. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, Sergio Marchionne,

1 and Plaintiffs are “persons” within the meaning of S.C. Code § 39-5-10(a).

2 3123. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, and Sergio
3 Marchionne are engaged in “trade” or “commerce” within the meaning of S.C. Code § 39-5- 10(b).

4 3124. The South Carolina Unfair Trade Practices Act (“South Carolina UTPA”) prohibits
5 “unfair or deceptive acts or practices in the conduct of any trade or commerce.” S.C. Code § 39-
6 5-20(a).

7 3125. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch, and
8 Marchionne, through their agents, employees, and/or subsidiaries, violated the South Carolina
9 UTPA.

10 3126. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively
11 misrepresented the environmental friendliness and emissions of the Subject Vehicles through the
12 EcoDiesel badge—a material fact that was false because the Defendants developed and installed
13 emission cheating components in the Subject Vehicles that caused them to pollute excessively in
14 real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and
15 pervasive consumer communications, the Subject Vehicles’ fuel efficiency and performance, and
16 the Defendants concealed that the fuel efficiency and performance could be achieved only through
17 emission control devices in the Subject Vehicles that caused them to pollute excessively in real-
18 world conditions; and (3) the Defendants developed and installed emission cheating components
19 that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently
20 concealed that fact from regulators and Plaintiffs alike. *See, e.g.*, ¶¶ 149-216; 337-357. In so doing,
21 and by marketing, offering for sale, and selling the defective Subject Vehicles, Defendants engaged
22 in one or more of the following unfair or deceptive acts or practices in violation of S.C. Code § 39-
23 5-20(a):

1 A. Causing likelihood of confusion or of misunderstanding as to the approval or
2 certification of the Subject Vehicles;

3 B. Representing that the Subject Vehicles have approval, characteristics, uses, or
4 benefits that they do not have;

5 C. Representing that the Subject Vehicles are of a particular standard, quality and grade
6 when they are not;

7 D. Advertising the Subject Vehicles with the intent not to sell or lease them as
8 advertised;

9 E. Engaging in other conduct which created a likelihood of confusion or of
10 misunderstanding; and/or

11 F. Using or employing deception, fraud, false pretense, false promise or
12 misrepresentation, or the concealment, suppression or omission of a material fact with
13 intent that others rely upon such concealment, suppression or omission, in connection
14 with the advertisement and sale/lease of the Subject Vehicles, whether or not any person
15 has in fact been misled, deceived or damaged thereby.

16
17 3127. Defendants' scheme and concealment of the true characteristics of the EcoDiesel®
18 emission control system were material to Plaintiffs, as Defendants intended. Had they known the
19 truth, Plaintiffs would not have purchased or leased the Subject Vehicles, or—if the Subject
20 Vehicles' true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—
21 would have paid significantly less for them.

22 3128. Plaintiffs had no way of discerning that Defendants' representations were false and
23 misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose,
24 because Defendants' emission control software was extremely sophisticated technology. Plaintiffs
25 did not, and could not, unravel Defendants' deception on their own.

26 3129. Defendants had an ongoing duty to Plaintiffs to refrain from unfair and deceptive
27 practices under the South Carolina UTPA in the course of their business. Specifically, Defendants
28 owed Plaintiffs a duty to disclose all the material facts concerning the EcoDiesel® emission control
29 system because they possessed exclusive knowledge, they intentionally concealed it from
30 Plaintiffs, and/or they made misrepresentations that were rendered misleading because they were

1 contradicted by withheld facts.

2 3130. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate
3 result of Defendants' concealment, misrepresentations, and/or failure to disclose material
4 information.

5 3131. Defendants' violations present a continuing risk to Plaintiffs, as well as to the
6 general public. Defendants' unlawful acts and practices complained of herein affect the public
7 interest.

8 3132. Pursuant to S.C. Code § 39-5-140(a), Plaintiffs seek an order enjoining Defendants'
9 unfair and/or deceptive acts or practices, and awarding damages, treble and/or punitive damages,
10 and any other just and proper relief available under the South Carolina UTPA.

11 **VIOLATIONS OF THE SOUTH CAROLINA REGULATION OF**
12 **MANUFACTURERS, DISTRIBUTORS, AND DEALERS ACT**
13 **(S.C. Code Ann. § 56-15-10, *et seq.*)**
14

15 3133. Plaintiffs incorporate by reference each preceding paragraph as though fully set
16 forth herein.

17 3134. Plaintiffs, William Johnson, Andrew Steele, Andrew Curtis & Mimi Elizabeth
18 Reid, Christopher Fehr, Danny Hill, James Fox, Jason Downs, Kimela Anne Bryant, Kurtis J.
19 Melin, Patrick Hair & Angelica Eller, Patrick Diggin, Matthew Deavers, Marko Seget, Matt
20 Hersey, Kimberly S. Henson, Joseph Newell, William Jones, (for the purpose of this section,
21 "Plaintiffs") bring this action on behalf of themselves against FCA, Fiat, VM Italy, and VM
22 America.

23 3135. FCA, Fiat, VM Italy, and VM America are "manufacturer[s]" as set forth in S.C.
24 Code Ann. § 56-15-10(b), as they were engaged in the business of manufacturing or assembling
25 new and unused motor vehicles. FCA and Fiat are also "distributors" and/or "wholesalers" as set

1 forth in S.C. Code Ann. § 56-15-10(g), (p).

2 3136. The South Carolina Regulation of Manufacturers, Distributors, and Dealers Act
3 (“Manufacturers Act”) prohibits “unfair or deceptive acts or practices” as defined in S.C. Code
4 Ann. § 56-15-40. S.C. Code Ann. § 56-15-30(a). Accordingly, the Manufacturers Act prohibits
5 any manufacturer from engaging in bad faith and unconscionable actions that cause damage to the
6 parties or the public; it also prohibits manufacturers from using false or misleading advertising in
7 connection with their business. S.C. Code Ann. § 56-15-40(1), (3)(d).

8 3137. FCA, Fiat, VM Italy, and VM America committed unfair or deceptive acts or
9 practices that violated the Manufacturers Act.

10 3138. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively
11 misrepresented the environmental friendliness and emissions of the Subject Vehicles through the
12 EcoDiesel badge—a material fact that was false because the Defendants developed and installed
13 emission cheating components in the Subject Vehicles that caused them to pollute excessively in
14 real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and
15 pervasive consumer communications, the Subject Vehicles’ fuel efficiency and performance, and
16 the Defendants concealed that the fuel efficiency and performance could be achieved only through
17 emission control devices in the Subject Vehicles that caused them to pollute excessively in real-
18 world conditions; and (3) the Defendants developed and installed emission cheating components
19 that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently
20 concealed that fact from regulators and Plaintiffs alike. *See, e.g.*, ¶¶ 149-216; 337-357.

21 3139. In so doing, Defendants committed bad faith and unconscionable actions including
22 but not limited to: misrepresenting, concealing, and/or failing to disclose the true emissions and
23 performance characteristics of the Subject Vehicles, and failing to disclose the Subject Vehicles’

1 defective emissions control systems.

2 3140. Defendants also violated the Manufacturers' Act by using false and misleading
3 advertisements in connection with the sale and lease of Subject Vehicles. As alleged above,
4 Defendants made numerous material statements about the safety, cleanliness, efficiency and
5 reliability of the Subject Vehicles that were either false or misleading. Each of these statements—
6 and the failure to disclose the truth—contributed to the deceptive context of Defendants' unlawful
7 advertising and representations as a whole. Had they known the truth, Plaintiffs would not have
8 purchased or leased the Subject Vehicles, or—if the Subject Vehicles' true nature had been
9 disclosed and mitigated, and the Vehicles rendered legal to sell— would have paid significantly
10 less for them.

11 3141. Pursuant to S.C. Code Ann. § 56-15-110(2), Plaintiff brings this action on behalf
12 of themselves, as the action is one of common or general interest to many persons and the parties
13 are too numerous to bring them all before the court.

14 3142. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate
15 result of Defendants' concealment, misrepresentations, and/or failure to disclose material
16 information.

17 3143. Plaintiffs are entitled to double their actual damages, the cost of the suit, attorney's
18 fees pursuant to S.C. Code Ann. § 56-15-110. Plaintiff also seeks injunctive relief under S.C. Code
19 Ann. § 56-15-110. Plaintiff also seeks treble damages because the Defendants acted maliciously.

20 **VIOLATION OF THE SOUTH DAKOTA**
21 **DECEPTIVE TRADE PRACTICES AND**
22 **CONSUMER PROTECTION LAW**
23 **(S.D. Codified Laws § 37-24-6)**
24

25 3144. Plaintiffs incorporate by reference each preceding paragraph as though fully set
26 forth herein.

1 3145. Plaintiffs, Chad Kaltenbach, Mike Stevens, Randy Sturzenbecher, Jon Elsasser,
2 Scott Jones, Matt Hersey, Kimberly S. Henson, Joseph Newell, William Jones, (for the purpose of
3 this section, “Plaintiffs”) bring this action on behalf of themselves against all Defendants.

4 3146. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, Sergio Marchionne,
5 and Plaintiffs are “persons” within the meaning of S.D. Codified Laws § 37-24-1(8).

6 3147. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, and Sergio
7 Marchionne are engaged in “trade” or “commerce” within the meaning of S.D. Codified Laws §
8 37-24-1(13).

9 3148. The South Dakota Deceptive Trade Practices and Consumer Protection (“South
10 Dakota CPA”) prohibits “deceptive acts or practices, which are defined to include “[k]nowingly
11 act, use, or employ any deceptive act or practice, fraud, false pretense, false promises, or
12 misrepresentation or to conceal, suppress, or omit any material fact in connection with the sale or
13 advertisement of any merchandise, regardless of whether any person has in fact been misled,
14 deceived, or damaged thereby.” S.D. Codified Laws § 37-24-6(1).

15 3149. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch, and
16 Marchionne, through their agents, employees, and/or subsidiaries, violated the South Dakota CPA.

17 3150. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively
18 misrepresented the environmental friendliness and emissions of the Subject Vehicles through the
19 EcoDiesel badge—a material fact that was false because the Defendants developed and installed
20 emission cheating components in the Subject Vehicles that caused them to pollute excessively in
21 real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and
22 pervasive consumer communications, the Subject Vehicles’ fuel efficiency and performance, and
23 the Defendants concealed that the fuel efficiency and performance could be achieved only through

1 emission control devices in the Subject Vehicles that caused them to pollute excessively in real-
2 world conditions; and (3) the Defendants developed and installed emission cheating components
3 that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently
4 concealed that fact from regulators and Plaintiffs alike. *See, e.g.*, ¶¶ 149-216; 337-357. In so doing,
5 and by marketing, offering for sale, and selling the defective Subject Vehicles, Defendants used or
6 employed deception, fraud, false pretense, false promise or misrepresentation, or the concealment,
7 suppression or omission of a material fact with intent that others rely upon such concealment,
8 suppression or omission, in connection with the advertisement and sale/lease of the Subject
9 Vehicles.

10 3151. Defendants' scheme and concealment of the true characteristics of the EcoDiesel®
11 emission control system were material to Plaintiffs, as Defendants intended. Had they known the
12 truth, Plaintiffs would not have purchased or leased the Subject Vehicles, or—if the Subject
13 Vehicles' true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—
14 would have paid significantly less for them.

15 3152. Plaintiffs had no way of discerning that Defendants' representations were false and
16 misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose,
17 because Defendants' emission control software was extremely sophisticated technology. Plaintiffs
18 did not, and could not, unravel Defendants' deception on their own.

19 3153. Defendants had an ongoing duty to Plaintiffs to refrain from unfair and deceptive
20 practices under the South Dakota CPA in the course of their business. Specifically, Defendants
21 owed Plaintiffs a duty to disclose all the material facts concerning the EcoDiesel® emission control
22 system because they possessed exclusive knowledge, they intentionally concealed it from
23 Plaintiffs, and/or they made misrepresentations that were rendered misleading because they were

contradicted by withheld facts.

3154. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

3155. Defendants' violations present a continuing risk to Plaintiffs, as well as to the general public. Defendants' unlawful acts and practices complained of herein affect the public interest.

3156. Pursuant to S.D. Codified Laws § 37-24-31, Plaintiffs seek an order enjoining Defendants' unfair and/or deceptive acts or practices, and awarding damages and any other just and proper relief available under the South Dakota CPA.

**VIOLATIONS OF TENNESSEE CONSUMER
PROTECTION ACT OF 1977
(Tenn. Code Ann. § 47-18-101, *et seq.*)**

3157. Plaintiffs incorporate by reference each preceding paragraph as though fully set forth herein.

3158. Plaintiffs, Deborah & Calvin Stafford, Richard Bradley, Thomas Kosinski, Alan Wright, Nathan Hale, Blenda Bowman, Christopher Vigil, Greg Gaskins, Kent Hall, Nathan Townsend, Mike Shelton, Matthew Swanson, Joseph McGee, Clinton and Sadie Etheridge, Mark Schumaker, Roger Parker, Robert Lloyd Senter, Terrie Peay (for the purpose of this section, "Plaintiffs") bring this action on behalf of themselves against all Defendants.

3159. Plaintiffs are "natural persons" and "consumers" within the meaning of Tenn. Code § 47-18-103(2).

3160. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, and Sergio Marchionne are engaged in "trade" or "commerce" or "consumer transactions" within the meaning

1 Tenn. Code § 47-18-103(9).

2 3161. The Tennessee Consumer Protection Act (“Tennessee CPA”) prohibits “unfair or
3 deceptive acts or practices affecting the conduct of any trade or commerce.” Tenn. Code § 47-18-
4 104.

5 3162. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch, and
6 Marchionne, through their agents, employees, and/or subsidiaries, violated the Tennessee CPA.

7 3163. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively
8 misrepresented the environmental friendliness and emissions of the Subject Vehicles through the
9 EcoDiesel badge—a material fact that was false because the Defendants developed and installed
10 emission cheating components in the Subject Vehicles that caused them to pollute excessively in
11 real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and
12 pervasive consumer communications, the Subject Vehicles’ fuel efficiency and performance, and
13 the Defendants concealed that the fuel efficiency and performance could be achieved only through
14 emission control devices in the Subject Vehicles that caused them to pollute excessively in real-
15 world conditions; and (3) the Defendants developed and installed emission cheating components
16 that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently
17 concealed that fact from regulators and Plaintiffs alike. *See, e.g.*, ¶¶ 149-216; 337-357. In so doing,
18 and by marketing, offering for sale, and selling the defective Subject Vehicles, Defendants engaged
19 in one or more of the following unfair or deceptive acts or practices as defined in Tenn. Code § 47-
20 18-104:

21 A. Causing likelihood of confusion or of misunderstanding as to the approval or
22 certification of the Subject Vehicles;

23 B. Representing that the Subject Vehicles have approval, characteristics, uses, or
24 benefits that they do not have;

1 C. Representing that the Subject Vehicles are of a particular standard, quality and grade
2 when they are not;

3 D. Advertising the Subject Vehicles with the intent not to sell or lease them as
4 advertised; and/or

5 E. Engaging in other conduct which created a likelihood of confusion or of
6 misunderstanding.

7
8 3164. Defendants' scheme and concealment of the true characteristics of the EcoDiesel®
9 emission control system were material to Plaintiffs, as Defendants intended. Had they known the
10 truth, Plaintiffs would not have purchased or leased the Subject Vehicles, or—if the Subject
11 Vehicles' true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—
12 would have paid significantly less for them.

13 3165. Plaintiffs had no way of discerning that Defendants' representations were false and
14 misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose,
15 because Defendants' emission control software was extremely sophisticated technology. Plaintiffs
16 did not, and could not, unravel Defendants' deception on their own.

17 3166. Defendants had an ongoing duty to Plaintiffs to refrain from unfair and deceptive
18 practices under the Tennessee CPA in the course of their business. Specifically, Defendants owed
19 Plaintiffs a duty to disclose all the material facts concerning the EcoDiesel® emission control
20 system because they possessed exclusive knowledge, they intentionally concealed it from
21 Plaintiffs, and/or they made misrepresentations that were rendered misleading because they were
22 contradicted by withheld facts.

23 3167. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate
24 result of Defendants' concealment, misrepresentations, and/or failure to disclose material
25 information.

26 3168. Defendants' violations present a continuing risk to Plaintiffs, as well as to the

1 general public. Defendants' unlawful acts and practices complained of herein affect the public
2 interest.

3 3169. Pursuant to Tenn. Code §§ 47-18-109, 47-18-109, and 47-18-109(a)(3), Plaintiffs
4 seek an order enjoining Defendants' unfair and/or deceptive acts or practices, and awarding
5 damages, treble or punitive damages, and any other just and proper relief available under the
6 Tennessee CPA.

7 **VIOLATIONS OF THE DECEPTIVE TRADE**
8 **PRACTICES ACT – CONSUMER PROTECTION ACT**
9 **(Tex. Business & Commercial Code §§ 17.41, *et seq.*)**
10
11

12 3170. Plaintiffs incorporate by reference each preceding paragraph as though fully set
13 forth herein.

14 3171. Plaintiffs, Alec Beard, Carl Lucci Wilburn, Michael Roberts, Larry Thompson,
15 Lawrence Gonzales, Dave Schulien, David Jones, Edward Fosnight, Gary Tripp, Gary Adams,
16 Gerald Richmond, Jeff Vance, Jeffrey Irwin, Joshua Sigmon, Kenneth D. Elliot, Lucas Lopez,
17 Manuel Lopez Garcia, Michael Rene Hollenbaugh, Randall Moody, Reese Howell, Robert
18 Pickering, Sergio Lopez, Shawn J. Austin, Sherman Barnett d/b/a Rides Auto Group, Tim Fowler,
19 William Gray, Zachary Theobald, Brandon and Haley Buckmaster, David Allen Bradshaw,
20 Maggie Phipps, Jerry Fortenberry, Jimmy D. King, Marcus Carlock, James and Nichole Potts,
21 Russell Cash, Casey Barton, Coleman Sessums, Michael Werner, Gene C. Brown, Jr., Duane
22 Whitus, Andrew Moran, Scott Perry, Bryan Jones, Mario Maltez, Jr., Saleh Sal, John Horner,
23 Benjamin Tester, Dwayne Hunter, John Lemelle, Cory Estelle, Eric Karcher, Kenneth Trent Paris,
24 William and Kimberly Mayes, Alan Ostermiller, Ruben Luevanos, George Henry, Don Merriman
25 d/b/a Don-Sandy, LLC, Richard Holbach, Richard Robinson, Edward Roland Hill, III, Andrew
26 Johnson, Mark Spaugh, Ricardo Abraham Soto, Amanda Dwyer, Chris Breaux, Christopher Fox,

Matthew Kyle, Robert Durante, Casey Wheeler, David Jarzamski, Gaersen Bailey, Michael Burkhart, Santiago Deleon, Casey Perry, Landin Longtin, Scott Reeves, Edward Constantinescu, Robert Durante, Christopher Vigil, Luke D. Knighten, Justin and Chelsey Leasman, Joshua Berna, Robert McMichael, Michael Gunderson, William Ryan, Christopher Lewis, Richard Randolph, William Thomas Hunt, Scott Johnson, Andrew Defayette, Karen Gilcrease, William Thomas Hunt, Lindsay Elizabeth Weaver, Kenneth Kana, Patrick McCraw, Stephen Watson, Jenner Jones, Brandon Redmon, Brandon Redmon, John Prinz, Larry Alan Powles, Richard Eugene Brown, Michael Potts, Mark Madden, Tony Choi, Joshua Gillespie, Eder Acosta, Lauren Leigh Brehm, Thomas and Tammy Samford, Matthew Reese, Douglas B. McLaughlin, Regina Patricia Sanchez, Tomas Contreras, Brandon Coates, Christopher Fox, Michael Johnson, Lorie Neal, David Sweet, Tyler Milton, Robert S. McKee, Aaron and Lindsay Horn, Gerald Roux, John Jackson, Ashton and Christina Pace, Ashton and Christina Pace, Billy Oliver, Zachary Oliver, Darrel C. Caldwell, Bobby and Petty Harris, Eli McClain, Joseph Weis, Robert Smith, Elizabeth Roland, Carl Caughman, Jay Setchell, David G Mosby, Jose Vicente Pinto, Michael Milich, Mike Tuner, Michael & Vanetta Mund, Alan Macchi, Gustavo Pina, Rick Cruz, John Adams, Audie Proctor, Ricky Fields, Frank Costanzo, James Forwood, Carissamae Frederick, Terrence O'Brien, Leslie Charles Tabor, John Gonzalez, Roberto Martinez, Collin Hale, Ignatius & Clara Gladek, Joseph A. Reynolds, Michael Danielson, Jackie Brewer, Robert Zielinski, Carlos Cantu, Jody Simpson & Leann Aills, Jim Leavelle, Michael Miller, Brian Brown, Robert Lionel, Brad Smith, (for the purpose of this section, "Plaintiffs") bring this action on behalf of themselves against all Defendants.

3172. Plaintiffs are individuals, partnerships, or corporations with assets of less than \$25 million (or are controlled by corporations or entities with less than \$25 million in assets), see Tex.

1 Bus. & Com. Code § 17.41, and are therefore “consumers” pursuant to Tex. Bus. & Com. Code §
2 17.45(4).

3 3173. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, and Sergio
4 Marchionne are “person[s]” within the meaning of Tex. Bus. & Com. Code § 17.45(3).

5 3174. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, and Sergio
6 Marchionne are engaged in “trade” or “commerce” or “consumer transactions” within the meaning
7 Tex. Bus. & Com. Code § 17.46(a).

8 3175. The Texas Deceptive Trade Practices – Consumer Protection Act (“Texas DTPA”)
9 prohibits “false, misleading, or deceptive acts or practices in the conduct of any trade or
10 commerce,” Tex. Bus. & Com. Code § 17.46(a), and an “unconscionable action or course of
11 action,” which means “an act or practice which, to a consumer’s detriment, takes advantage of the
12 lack of knowledge, ability, experience, or capacity of the consumer to a grossly unfair degree.”
13 Tex. Bus. & Com. Code §§ 17.45(5) and 17.50(a)(3).

14 3176. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch, and
15 Marchionne, through their agents, employees, and/or subsidiaries, violated the Texas DTPA.

16 3177. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively
17 misrepresented the environmental friendliness and emissions of the Subject Vehicles through the
18 EcoDiesel badge—a material fact that was false because the Defendants developed and installed
19 emission cheating components in the Subject Vehicles that caused them to pollute excessively in
20 real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and
21 pervasive consumer communications, the Subject Vehicles’ fuel efficiency and performance, and
22 the Defendants concealed that the fuel efficiency and performance could be achieved only through
23 emission control devices in the Subject Vehicles that caused them to pollute excessively in real-

1 world conditions; and (3) the Defendants developed and installed emission cheating components
 2 that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently
 3 concealed that fact from regulators and Plaintiffs alike. *See, e.g.*, ¶¶ 149-216; 337-357. In so doing,
 4 and by marketing, offering for sale, and selling the defective Subject Vehicles, Defendants engaged
 5 in one or more of the following unfair or deceptive acts or practices as defined in Tex. Bus. &
 6 Com. Code § 17.46(a):

7 A. Causing likelihood of confusion or of misunderstanding as to the approval or
 8 certification of the Subject Vehicles;

9 B. Representing that the Subject Vehicles have approval, characteristics, uses, or
 10 benefits that they do not have;

11 C. Representing that the Subject Vehicles are of a particular standard, quality and grade
 12 when they are not; and/or

13 D. Advertising the Subject Vehicles with the intent not to sell or lease them as
 14 advertised.

15 3178. Defendants' scheme and concealment of the true characteristics of the EcoDiesel®
 16 emission control system were material to Plaintiffs, as Defendants intended. Had they known the
 17 truth, Plaintiffs would not have purchased or leased the Subject Vehicles, or—if the Subject
 18 Vehicles' true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—
 19 would have paid significantly less for them.

20 3179. Plaintiffs had no way of discerning that Defendants' representations were false and
 21 misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose,
 22 because Defendants' emission control software was extremely sophisticated technology. Plaintiffs
 23 did not, and could not, unravel Defendants' deception on their own.

24 3180. Defendants had an ongoing duty to Plaintiffs to refrain from unfair and deceptive
 25 practices under the Texas DTPA in the course of their business. Specifically, Defendants owed
 26 Plaintiffs a duty to disclose all the material facts concerning the EcoDiesel® emission control
 27

1 system because they possessed exclusive knowledge, they intentionally concealed it from
2 Plaintiffs, and/or they made misrepresentations that were rendered misleading because they were
3 contradicted by withheld facts.

4 3181. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate
5 result of Defendants' concealment, misrepresentations, and/or failure to disclose material
6 information.

7 3182. Defendants' violations present a continuing risk to Plaintiffs, as well as to the
8 general public. Defendants' unlawful acts and practices complained of herein affect the public
9 interest.

10 3183. Pursuant to Tex. Bus. & Com. Code §§ 17.50 and 17.50(b)(1), Plaintiffs seek an
11 order enjoining Defendants' unfair and/or deceptive acts or practices, and awarding damages,
12 punitive damages, and any other just and proper relief available under the Texas DTPA.

13 3184. Per the State Pre-suit requirements notifications have been prepared to FCA US
14 LLC complying with Tex. Bus. & Com. Code § 17.505(a). All Defendants were provided notice
15 of the issues raised in this count and this Complaint by the governmental investigations, the
16 numerous complaints filed against them, and the many individual notice letters sent by Plaintiffs
17 within a reasonable amount of time after the allegations of Subject Vehicle defects became public.
18 Because Defendants failed to remedy their unlawful conduct within the requisite time period,
19 Plaintiffs seek all damages and relief to which Plaintiffs are entitled.

20 **VIOLATION OF UTAH CONSUMER SALES PRACTICES ACT**
21 **(Utah Code Ann. § 13-11-1, *et seq.*)**
22

23 3185. Plaintiffs incorporate by reference each preceding paragraph as though fully set
24 forth herein.

25 3186. Plaintiffs, Robert J. Phillips, Marie & Verl Robbins, Teaguer Terrell, Nick Butters,

1 Howard James Garel, Robert Morris, Gary Riddle, Mack William and Debra Ann Nowlin, Cesar
2 H Nunez, Bill Sorensen, Sherry Greathouse, Larry Rasband, (for the purpose of this section,
3 “Plaintiff”) brings this action on behalf of themselves against Fiat and FCA.

4 3187. FCA and FIAT are “supplier[s]” within the meaning of Utah Code § 13-11-3(6).

5 3188. Plaintiff are “persons” under Utah Code § 13-11-3(5).

6 3189. The sales and leases of the Subject Vehicles to the Plaintiffs were “consumer
7 transactions” within the meaning of Utah Code § 13-11-3(2).

8 3190. The Utah Consumer Sales Practices Act (“Utah CSPA”) makes unlawful any
9 “deceptive act or practice by a supplier in connection with a consumer transaction.” Utah Code §
10 13-11-4. “An unconscionable act or practice by a supplier in connection with a consumer
11 transaction” also violates the Utah CSPA. Utah Code § 13-11-5.

12 3191. In connection with a consumer transaction, Fiat and FCA, through their agents,
13 employees, and/or subsidiaries, violated the Utah CSPA.

14 3192. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively
15 misrepresented the environmental friendliness and emissions of the Subject Vehicles through the
16 EcoDiesel badge—a material fact that was false because the Defendants developed and installed
17 emission cheating components in the Subject Vehicles that caused them to pollute excessively in
18 real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and
19 pervasive consumer communications, the Subject Vehicles’ fuel efficiency and performance, and
20 the Defendants concealed that the fuel efficiency and performance could be achieved only through
21 emission control devices in the Subject Vehicles that caused them to pollute excessively in real-
22 world conditions; and (3) the Defendants developed and installed emission cheating components
23 that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently

1 concealed that fact from regulators and Plaintiffs alike. *See, e.g.*, ¶¶ 149-216; 337-357. In so doing,
 2 Fiat and FCA engaged in one or more of the following unfair or deceptive acts or practices as
 3 defined in Utah Code § 13-11-4:

4 A. Indicating that the Subject Vehicles have approval, characteristics, uses, or benefits
 5 that they do not have;

6 B. Indicating that the Subject Vehicles are of a particular standard, quality and grade
 7 when they are not; and/or

8 C. Indicating that the Subject Vehicles were supplied in accordance with Defendants'
 9 prior representations, although they were not as represented.

10 3193. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate
 11 result of Defendants' concealment, misrepresentations, and/or failure to disclose material
 12 information.
 13

14 3194. Defendants' violations present a continuing risk to Plaintiff, as well as to the
 15 general public. Defendants' unlawful acts and practices complained of herein affect the public
 16 interest.

17 3195. Plaintiffs seek an order enjoining Defendants' unfair and/or deceptive acts or
 18 practices, and awarding damages and any other just and proper relief available under the Utah
 19 CSPA.

20
 21 **VIOLATION OF UTAH TRUTH IN ADVERTISING LAW**
 22 **(Utah Code Ann. § 13-11a-1, *et seq.*)**
 23

24 3196. Plaintiffs incorporate by reference each preceding paragraph as though fully set
 25 forth herein.

26 3197. Plaintiff, Robert J. Phillips, Marie & Verl Robbins, Teaguer Terrell, Nick Butters,
 27 Howard James Garel, Robert Morris, Gary Riddle, Mack William and Debra Ann Nowlin, Cesar
 28 H Nunez, Bill Sorensen, Sherry Greathouse, Larry Rasband, (for the purpose of this section,

1 “Plaintiff”) brings this action on behalf of themselves against all Defendants.

2 3198. Plaintiffs, FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, and
3 Sergio Marchionne are “person[s]” within the meaning of Utah Code § 13-11a- 1(7).

4 3199. Utah’s Truth In Advertising law makes unlawful any deceptive practice undertaken
5 in the course of a person’s business. Utah Code § 13-11a-3.

6 3200. In the course of their business, FCA, Fiat, VM Italy, VM America, Bosch GmbH,
7 Bosch LLC, and Sergio Marchionne, through their agents, employees, and/or subsidiaries, violated
8 Utah Truth In Advertising Law.

9 3201. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively
10 misrepresented the environmental friendliness and emissions of the Subject Vehicles through the
11 EcoDiesel badge—a material fact that was false because the Defendants developed and installed
12 emission cheating components in the Subject Vehicles that caused them to pollute excessively in
13 real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and
14 pervasive consumer communications, the Subject Vehicles’ fuel efficiency and performance, and
15 the Defendants concealed that the fuel efficiency and performance could be achieved only through
16 emission control devices in the Subject Vehicles that caused them to pollute excessively in real-
17 world conditions; and (3) the Defendants developed and installed emission cheating components
18 that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently
19 concealed that fact from regulators and Plaintiffs alike. *See, e.g.*, ¶¶ 149-216; 337-357. In so doing,
20 and by marketing, offering for sale, and selling the defective Subject Vehicles, Defendants engaged
21 in one or more of the following unfair or deceptive acts or practices as defined in Utah Code § 13-
22 11a-3:

23 A. Causing likelihood of confusion or of misunderstanding as to the approval or
24 certification of the Subject Vehicles;

1 B. Representing that the Subject Vehicles have approval, characteristics, uses, or
2 benefits that they do not have;

3 C. Representing that the Subject Vehicles are of a particular standard, quality and grade
4 when they are not;

5 D. Advertising the Subject Vehicles with the intent not to sell or lease them as
6 advertised; and/or

7 E. Engaging in other conduct which created a likelihood of confusion or of
8 misunderstanding about the true characteristics of the Subject Vehicles.
9

10 3202. Defendants' scheme and concealment of the true characteristics of the EcoDiesel®
11 emission control system were material to Plaintiff, as Defendants intended. Had they known the
12 truth, Plaintiff would not have purchased or leased the Subject Vehicles, or—if the Subject
13 Vehicles' true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—
14 would have paid significantly less for them.

15 3203. Plaintiffs had no way of discerning that Defendants' representations were false and
16 misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose,
17 because Defendants' emission control software was extremely sophisticated technology. Plaintiffs
18 did not, and could not, unravel Defendants' deception on their own.

19 3204. Defendants had an ongoing duty to Plaintiffs to refrain from unfair and deceptive
20 practices in the course of their business. Specifically, Defendants owed Plaintiffs a duty to disclose
21 all the material facts concerning the EcoDiesel® emission control system because they possessed
22 exclusive knowledge, they intentionally concealed it from Plaintiff, and/or they made
23 misrepresentations that were rendered misleading because they were contradicted by withheld
24 facts.

25 3205. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate
26 result of Defendants' concealment, misrepresentations, and/or failure to disclose material
27 information.

3206. Defendants' violations present a continuing risk to Plaintiff, as well as to the general public. Defendants' unlawful acts and practices complained of herein affect the public interest.

3207. Plaintiffs seek an order enjoining Defendants' unfair and/or deceptive acts or practices pursuant to Utah Code Ann. § 13-11a-4, and awarding damages, punitive damages, and any other just and proper relief available under the Utah Truth In Advertising law.

VIOLATION OF VERMONT CONSUMER PROTECTION ACT
(Vt. Stat. Ann. Tit. 9, § 2451 *et seq.*)

3208. Plaintiffs incorporate by reference each preceding paragraph as though fully set forth herein.

3209. Plaintiffs, David Meurier, Brian Carpenter, (for the purpose of this section, "Plaintiff") brings this action on behalf of the Plaintiffs against all Defendants.

3210. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, and Sergio Marchionne and Plaintiffs are "persons" within the meaning of Vt. Stat. Tit. 9, § 2451a(a). Plaintiffs are "consumers" within the meaning of Vt. Stat. Tit. 9, § 2451a(a).

3211. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, and Sergio Marchionne are engaged in "commerce" within the meaning of Vt. Stat. Tit. 9, § 2453(a).

3212. The Vermont Consumer Protection Act ("Vermont CPA") prohibits "[u]nfair methods of competition in commerce and unfair or deceptive acts or practices in commerce...." Vt. Stat. Tit. 9, § 2453(a).

3213. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch, and Marchionne, through their agents, employees, and/or subsidiaries, violated the Vermont CPA.

3214. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively misrepresented the environmental friendliness and emissions of the Subject Vehicles through the

EcoDiesel badge—a material fact that was false because the Defendants developed and installed emission cheating components in the Subject Vehicles that caused them to pollute excessively in real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and pervasive consumer communications, the Subject Vehicles’ fuel efficiency and performance, and the Defendants concealed that the fuel efficiency and performance could be achieved only through emission control devices in the Subject Vehicles that caused them to pollute excessively in real-world conditions; and (3) the Defendants developed and installed emission cheating components that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently concealed that fact from regulators and Plaintiffs alike. *See, e.g.*, ¶¶ 149-216; 337-357. In so doing, and by marketing, offering for sale, and selling the defective Subject Vehicles, Defendants engaged in one or more of the following unfair or deceptive acts or practices in violation of Vt. Stat. Tit. 9, § 2453(a):

A. Causing likelihood of confusion or of misunderstanding as to the approval or certification of the Subject Vehicles;

B. Representing that the Subject Vehicles have approval, characteristics, uses, or benefits that they do not have;

C. Representing that the Subject Vehicles are of a particular standard, quality and grade when they are not;

D. Advertising the Subject Vehicles with the intent not to sell or lease them as advertised;

E. Engaging in other conduct which created a likelihood of confusion or of misunderstanding; and/or

F. Using or employing deception, fraud, false pretense, false promise or misrepresentation, or the concealment, suppression or omission of a material fact with intent that others rely upon such concealment, suppression or omission, in connection with the advertisement and sale/lease of the Subject Vehicles, whether or not any person has in fact been misled, deceived or damaged thereby.

3215. Defendants’ scheme and concealment of the true characteristics of the EcoDiesel®

1 emission control system were material to the Plaintiffs, as Defendants intended. Had they known
2 the truth, the Plaintiffs would not have purchased or leased the Subject Vehicles, or—if the Subject
3 Vehicles’ true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—
4 would have paid significantly less for them.

5 3216. Plaintiffs had no way of discerning that Defendants’ representations were false and
6 misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose,
7 because Defendants’ emission control software was extremely sophisticated technology. Plaintiffs
8 did not, and could not, unravel Defendants’ deception on their own.

9 3217. Defendants had an ongoing duty to the Plaintiffs to refrain from unfair and
10 deceptive practices under the Vermont CPA in the course of their business. Specifically,
11 Defendants owed Plaintiffs a duty to disclose all the material facts concerning the EcoDiesel®
12 emission control system because they possessed exclusive knowledge, they intentionally
13 concealed it from the Plaintiffs, and/or they made misrepresentations that were rendered
14 misleading because they were contradicted by withheld facts.

15 3218. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate
16 result of Defendants’ concealment, misrepresentations, and/or failure to disclose material
17 information.

18 3219. Defendants’ violations present a continuing risk to the Plaintiffs, as well as to the
19 general public. Defendants’ unlawful acts and practices complained of herein affect the public
20 interest.

21 3220. Pursuant to Vt. Stat. Tit. 9, § 2461(b), the Plaintiffs seek an order enjoining
22 Defendants’ unfair and/or deceptive acts or practices, and awarding damages, exemplary damages,
23 and any other just and proper relief available under the Vermont CPA.

VIOLATIONS OF THE VIRGINIA CONSUMER PROTECTION ACT
(Va. Code Ann. §§ 59.1-196, *et seq.*)

3221. Plaintiffs incorporate by reference each preceding paragraph as though fully set forth herein.

3222. Plaintiffs, Arturo Nieves, Carl Davis, Samantha Mountford & Darrin Illges, David Mitchell, James Emerson, Jr., Alan Stcy, Steven Seaberg, Michael Sherfey, Bruce & Vickie Sulc, Kevin Keefer, David Irwin Antokal, Jeffrey Cook, James Gissona, Derek Iler, Charles W. Menninger III, Michael Colligon, Gerlad Huiras, Jack Zhe, Roy LeNeave, Brandis Hanson, (for the purpose of this section, “Plaintiffs”) bring this action on behalf of themselves against all Defendants.

3223. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, Sergio Marchionne, and Plaintiffs are “persons” within the meaning of Va. Code § 59.1-198.

3224. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, and Marchionne are “supplier[s]” within the meaning of Va. Code § 59.1-198.

3225. The Virginia Consumer Protection Act (“Virginia CPA”) makes unlawful “fraudulent acts or practices.” Va. Code § 59.1-200(A).

3226. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch, and Marchionne, through their agents, employees, and/or subsidiaries, violated the Virginia CPA.

3227. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively misrepresented the environmental friendliness and emissions of the Subject Vehicles through the EcoDiesel badge—a material fact that was false because the Defendants developed and installed emission cheating components in the Subject Vehicles that caused them to pollute excessively in real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and pervasive consumer communications, the Subject Vehicles’ fuel efficiency and performance, and

the Defendants concealed that the fuel efficiency and performance could be achieved only through emission control devices in the Subject Vehicles that caused them to pollute excessively in real-world conditions; and (3) the Defendants developed and installed emission cheating components that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently concealed that fact from regulators and Plaintiffs alike. *See, e.g.*, ¶¶ 149-216; 337-357. In so doing, and by marketing, offering for sale, and selling the defective Subject Vehicles, Defendants engaged in one or more of the following unfair or deceptive acts or practices as defined in Va. Code § 59.1-200(A):

A. Representing that the Subject Vehicles have approval, characteristics, uses, or benefits that they do not have;

B. Representing that the Subject Vehicles are of a particular standard, quality and grade when they are not; and/or

C. Advertising the Subject Vehicles with the intent not to sell or lease them as advertised.

3228. Defendants' scheme and concealment of the true characteristics of the EcoDiesel® emission control system were material to Plaintiffs, as Defendants intended. Had they known the truth, Plaintiffs would not have purchased or leased the Subject Vehicles, or—if the Subject Vehicles' true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—would have paid significantly less for them.

3229. Plaintiffs had no way of discerning that Defendants' representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose, because Defendants' emission control software was extremely sophisticated technology. Plaintiffs did not, and could not, unravel Defendants' deception on their own.

3230. Defendants had an ongoing duty to Plaintiffs to refrain from unfair and deceptive practices under the Virginia CPA in the course of their business. Specifically, Defendants owed

1 Plaintiffs a duty to disclose all the material facts concerning the EcoDiesel® emission control
2 system because they possessed exclusive knowledge, they intentionally concealed it from
3 Plaintiffs, and/or they made misrepresentations that were rendered misleading because they were
4 contradicted by withheld facts.

5 3231. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate
6 result of Defendants' concealment, misrepresentations, and/or failure to disclose material
7 information.

8 3232. Defendants' violations present a continuing risk to Plaintiffs, as well as to the
9 general public. Defendants' unlawful acts and practices complained of herein affect the public
10 interest.

11 3233. Pursuant to Va. Code § 59.1-204(A)–(B), Plaintiffs seek an order enjoining
12 Defendants' unfair and/or deceptive acts or practices, and awarding damages, punitive damages,
13 and any other just and proper relief available under the Virginia CPA.

14 **VIOLATIONS OF THE WASHINGTON CONSUMER PROTECTION ACT**
15 **(Wash. Rev. Code Ann. §§ 19.86.010, et seq.)**
16

17 3234. Plaintiffs incorporate by reference each preceding paragraph as though fully set
18 forth herein.

19 3235. Plaintiffs, Dylan Dzuck, Gary & Lauri Rowland, Mike McCloskey, Paul Kearney,
20 Richard A. Gange, Scot Milne, Donald & Linda Lamson, Robert & Reena Carnes, Rick Nash,
21 Sergey Oleynik, Brad & Kelli Erickson, Ralph Coers, Bo-Michael M. Apele, Brad Robertson,
22 Matthew Dean, Jody Killmer, Daniel Martin, Jeffrey Sanders, Patricia Wilbur, Brett Keville
23 Williams, Jeffrey & Keri Bushaw, Everard Lewis II, Rodger Cassat, Robin Laskody, (for the
24 purpose of this section, "Plaintiffs") bring this action on behalf of themselves against all
25 Defendants.

1 3236. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, Sergio Marchionne,
2 and Plaintiffs are “persons” within the meaning of Wash. Rev. Code §19.86.010(2).

3 3237. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, and Marchionne
4 are engaged in “trade” or “commerce” within the meaning of Wash. Rev. Code § 19.86.010(1).

5 3238. The Washington Consumer Protection Act (“Washington CPA”) makes unlawful
6 “[u]nfair methods of competition and unfair or deceptive acts or practices in the conduct of any
7 trade or commerce.” Wash. Rev. Code § 19.86.020.

8 3239. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch, and
9 Marchionne, through their agents, employees, and/or subsidiaries, violated the Washington CPA.

10 3240. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively
11 misrepresented the environmental friendliness and emissions of the Subject Vehicles through the
12 EcoDiesel badge—a material fact that was false because the Defendants developed and installed
13 emission cheating components in the Subject Vehicles that caused them to pollute excessively in
14 real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and
15 pervasive consumer communications, the Subject Vehicles’ fuel efficiency and performance, and
16 the Defendants concealed that the fuel efficiency and performance could be achieved only through
17 emission control devices in the Subject Vehicles that caused them to pollute excessively in real-
18 world conditions; and (3) the Defendants developed and installed emission cheating components
19 that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently
20 concealed that fact from regulators and Plaintiffs alike. *See, e.g.*, ¶¶ 149-216; 337-357. In so doing,
21 and by marketing, offering for sale, and selling the defective Subject Vehicles, Defendants engaged
22 in one or more of the following unfair or deceptive acts or practices in violation of Wash. Rev.
23 Code § 19.86.020:

1 A. Causing likelihood of confusion or of misunderstanding as to the approval or
2 certification of the Subject Vehicles;

3 B. Representing that the Subject Vehicles have approval, characteristics, uses, or
4 benefits that they do not have;

5 C. Representing that the Subject Vehicles are of a particular standard, quality and grade
6 when they are not;

7 D. Advertising the Subject Vehicles with the intent not to sell or lease them as
8 advertised;

9 E. Engaging in other conduct which created a likelihood of confusion or of
10 misunderstanding; and/or

11 F. Using or employing deception, fraud, false pretense, false promise or
12 misrepresentation, or the concealment, suppression or omission of a material fact with
13 intent that others rely upon such concealment, suppression or omission, in connection
14 with the advertisement and sale/lease of the Subject Vehicles, whether or not any person
15 has in fact been misled, deceived or damaged thereby.

16
17 3241. Defendants' scheme and concealment of the true characteristics of the EcoDiesel®
18 emission control system were material to Plaintiffs, as Defendants intended. Had they known the
19 truth, Plaintiffs would not have purchased or leased the Subject Vehicles, or—if the Subject
20 Vehicles' true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—
21 would have paid significantly less for them.

22 3242. Plaintiffs had no way of discerning that Defendants' representations were false and
23 misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose,
24 because Defendants' emission control software was extremely sophisticated technology. Plaintiffs
25 did not, and could not, unravel Defendants' deception on their own.

26 3243. Defendants had an ongoing duty to Plaintiffs to refrain from unfair and deceptive
27 practices under the Washington CPA in the course of their business. Specifically, Defendants owed
28 Plaintiffs a duty to disclose all the material facts concerning the EcoDiesel® emission control
29 system because they possessed exclusive knowledge, they intentionally concealed it from
30 Plaintiffs, and/or they made misrepresentations that were rendered misleading because they were

contradicted by withheld facts.

3244. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

3245. Defendants' violations present a continuing risk to Plaintiffs, as well as to the general public. Defendants' unlawful acts and practices complained of herein affect the public interest.

3246. Pursuant to Wash. Rev. Code § 19.86.090, Plaintiffs seek an order enjoining Defendants' unfair and/or deceptive acts or practices, and awarding damages, treble damages, and any other just and proper relief available under the Washington CPA.

VIOLATIONS OF THE CONSUMER CREDIT AND PROTECTION ACT

(W. Va. Code § 46A-1-101, *et seq.*)

3247. Plaintiffs incorporate by reference each preceding paragraph as though fully set forth herein.

3248. Plaintiffs, Jeffrey Cook, Gregory Burnette, D.O., Thomas Taylor, Dustin Loudon, Jerry Barnett, Brianna Clay, Roger Workman, Sage Seifert, Brandon Saddler, Mike Rumney, Jody L. & Cindy L. Danielson, Emily Blankenship, Jackie Lynn Clark, Jr., James Slone, Dustin Loudon, Gregory Burnette D.O., Justin Goldsmith, Jeri Parson (d/b/a Parma Properties), Pat Combs, Joseph Donchatz, Margie & Joshua A. Toler, Thomas Synder, (for the purpose of this section, "Plaintiffs") bring this action on behalf of the Plaintiffs against all Defendants.

3249. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, Sergio Marchionne, and Plaintiffs are "persons" within the meaning of W. Va. Code § 46A-1-102(31). The Plaintiffs are "consumers" within the meaning of W. Va. Code §§ 46A-6-102(2) and 46A-1-102(12).

3250. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, and Sergio

1 Marchionne are engaged in “trade” or “commerce” within the meaning of W. Va. Code § 46A-6-
2 102(6).

3 3251. The West Virginia Consumer Credit and Protection Act (“West Virginia CCPA”)
4 makes unlawful “[u]nfair methods of competition and unfair or deceptive acts or practices in the
5 conduct of any trade or commerce.” W. Va. Code § 46A-6-104.

6 3252. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch, and
7 Sergio Marchionne, through their agents, employees, and/or subsidiaries, violated the West
8 Virginia CCPA.

9 3253. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively
10 misrepresented the environmental friendliness and emissions of the Subject Vehicles through the
11 EcoDiesel badge—a material fact that was false because the Defendants developed and installed
12 emission cheating components in the Subject Vehicles that caused them to pollute excessively in
13 real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and
14 pervasive consumer communications, the Subject Vehicles’ fuel efficiency and performance, and
15 the Defendants concealed that the fuel efficiency and performance could be achieved only through
16 emission control devices in the Subject Vehicles that caused them to pollute excessively in real-
17 world conditions; and (3) the Defendants developed and installed emission cheating components
18 that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently
19 concealed that fact from regulators and Plaintiffs alike. *See, e.g.*, ¶¶ 149-216; 337-357. In so doing,
20 and by marketing, offering for sale, and selling the defective Subject Vehicles, Defendants engaged
21 in one or more of the following unfair or deceptive acts or practices as defined in W. Va. Code §
22 46A-6-102(7):

23 A. Causing likelihood of confusion or of misunderstanding as to the approval or
24 certification of the Subject Vehicles;

1 B. Representing that the Subject Vehicles have approval, characteristics, uses, or
2 benefits that they do not have;

3 C. Representing that the Subject Vehicles are of a particular standard, quality and grade
4 when they are not;

5 D. Advertising the Subject Vehicles with the intent not to sell or lease them as
6 advertised;

7 E. Engaging in other conduct which created a likelihood of confusion or of
8 misunderstanding; and/or

9 F. Using or employing deception, fraud, false pretense, false promise or
10 misrepresentation, or the concealment, suppression or omission of a material fact with
11 intent that others rely upon such concealment, suppression or omission, in connection
12 with the advertisement and sale/lease of the Subject Vehicles, whether or not any person
13 has in fact been misled, deceived or damaged thereby.

14
15 3254. Defendants' scheme and concealment of the true characteristics of the EcoDiesel®
16 emission control system were material to the Plaintiffs, as Defendants intended. Had they known
17 the truth, the Plaintiffs would not have purchased or leased the Subject Vehicles, or—if the Subject
18 Vehicles' true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—
19 would have paid significantly less for them.

20 3255. Plaintiffs had no way of discerning that Defendants' representations were false and
21 misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose,
22 because Defendants' emission control software was extremely sophisticated technology. Plaintiffs
23 did not, and could not, unravel Defendants' deception on their own.

24 3256. Defendants had an ongoing duty to the Plaintiffs to refrain from unfair and
25 deceptive practices under the West Virginia CCPA in the course of their business. Specifically,
26 Defendants owed Plaintiffs a duty to disclose all the material facts concerning the EcoDiesel®
27 emission control system because they possessed exclusive knowledge, they intentionally
28 concealed it from the Plaintiffs, and/or they made misrepresentations that were rendered
29 misleading because they were contradicted by withheld facts.

1 3257. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate
2 result of Defendants' concealment, misrepresentations, and/or failure to disclose material
3 information.

4 3258. Defendants' violations present a continuing risk to the Plaintiffs, as well as to the
5 general public. Defendants' unlawful acts and practices complained of herein affect the public
6 interest.

7 3259. Pursuant to W. Va. Code § 46A-6-106(a), the Plaintiffs seek an order enjoining
8 Defendants' unfair and/or deceptive acts or practices, and awarding damages and any other just
9 and proper relief available under the West Virginia CCPA.

10 3260. On November 28, 2017, a notice letter was sent to FCA US LLC complying with
11 W. Va. Code § 46A-6-106(c). A second notice letter was sent to FCA US LLC and Fiat Chrysler
12 complying with W. Va. Code § 46A-6-106(c) on January 17, 2017. Additionally, all Defendants
13 were provided notice of the issues raised in this count and this Complaint by the governmental
14 investigations, the numerous complaints filed against them, and the many individual notice letters
15 sent by Plaintiffs within a reasonable amount of time after the allegations of Subject Vehicle
16 defects became public. Because Defendants failed to remedy their unlawful conduct within the
17 requisite time period, Plaintiff seek all damages and relief to which the West Virginia State
18 Plaintiffs are entitled.

19 **VIOLATIONS OF THE WISCONSIN**
20 **DECEPTIVE TRADE PRACTICES ACT**
21 **(Wis. Stat. § 100.18)**
22

23 3261. Plaintiffs incorporate by reference each preceding paragraph as though fully set
24 forth herein.

25 3262. Plaintiffs, Michael Barton Batman, Dan Healy, James Bell, Jared Korn, Jeff Weier,
26 Brian Lewandowski, Greg Griebel, Robert & Carol J. Anderson, Jared Nagel, Al Schellinger, Dion

1 Kampa, Steve G. Parnitzke, Glenn Stahl, Jamie A. Walker, Cale & Jami Duerstein, Christopher
2 Rivera, Jeffrey Rittenhouse, Brian Steadman, Timothy Bernard Graham, Mario Toliver, Stephen
3 R. Schmidt, Todd Vanderheyden, Michael W Stinson, Mitchell R Wellnitz, Edna Jordan, Thomas
4 Vines, Jason Philaja, Larry & Dianne Joachim, Michael Wahl, Dave Mikkelson, Kenton & Angela
5 Powell, Derick Owens, Willie Sekel, Lois Clark, Travis & Sara Rose, Kegan Ashbrook, David &
6 Jamie Wright, Paul & Angela Miller, (for the purpose of this section, “Plaintiffs”) bring this action
7 on behalf of themselves against all Defendants.

8 3263. Plaintiffs are members of “the public” and Plaintiffs are “persons” within the
9 meaning of Wis. Stat. § 100.18(1).

10 3264. FCA, VM Italy, VM America, Bosch GmbH, Bosch LLC, and Sergio Marchionne
11 are a “person, firm, corporation or association” within the meaning of Wis. Stat. § 100.18(1).

12 3265. The Wisconsin Deceptive Trade Practices Act (“Wisconsin DTPA”) makes
13 unlawful any “representation or statement of fact which is untrue, deceptive or misleading.” Wis.
14 Stat. § 100.18(1).

15 3266. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch, and
16 Sergio Marchionne, through their agents, employees, and/or subsidiaries, violated the Wisconsin
17 DTPA.

18 3267. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively
19 misrepresented the environmental friendliness and emissions of the Subject Vehicles through the
20 EcoDiesel badge—a material fact that was false because the Defendants developed and installed
21 emission cheating components in the Subject Vehicles that caused them to pollute excessively in
22 real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and
23 pervasive consumer communications, the Subject Vehicles’ fuel efficiency and performance, and

the Defendants concealed that the fuel efficiency and performance could be achieved only through emission control devices in the Subject Vehicles that caused them to pollute excessively in real-world conditions; and (3) the Defendants developed and installed emission cheating components that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently concealed that fact from regulators and Plaintiffs alike. *See, e.g.*, ¶¶ 149-216; 337-357. In so doing, and by marketing, offering for sale, and selling the defective Subject Vehicles, Defendants engaged in one or more of the following unfair or deceptive acts or practices as defined in Wis. Stat. § 100.18(1):

A. Representing that the Subject Vehicles have approval, characteristics, uses, or benefits that they do not have;

B. Representing that the Subject Vehicles are of a particular standard, quality and grade when they are not; and/or

C. Advertising the Subject Vehicles with the intent not to sell or lease them as advertised.

3268. Defendants' scheme and concealment of the true characteristics of the EcoDiesel® emission control system were material to Plaintiffs, as Defendants intended. Had they known the truth, Plaintiffs would not have purchased or leased the Subject Vehicles, or—if the Subject Vehicles' true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—would have paid significantly less for them.

3269. Defendants had an ongoing duty to Plaintiffs to refrain from unfair and deceptive practices under the Wisconsin DTPA in the course of their business. Specifically, Defendants owed Plaintiffs a duty to disclose all the material facts concerning the EcoDiesel® emission control system because they possessed exclusive knowledge, they intentionally concealed it from Plaintiffs, and/or they made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

1 3270. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate
2 result of Defendants' concealment, misrepresentations, and/or failure to disclose material
3 information.

4 3271. Plaintiffs had no way of discerning that Defendants' representations were false and
5 misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose,
6 because Defendants' emission control software was extremely sophisticated technology. Plaintiffs
7 did not, and could not, unravel Defendants' deception on their own.

8 3272. Defendants' violations present a continuing risk to Plaintiffs, as well as to the
9 general public. Defendants' unlawful acts and practices complained of herein affect the public
10 interest.

11 3273. Pursuant to Wis. Stat. § 100.18(11)(b)(2), Plaintiffs seek an order enjoining
12 Defendants' unfair and/or deceptive acts or practices, and awarding damages, punitive damages,
13 and any other just and proper relief available under the Wisconsin DTPA.

14 **VIOLATION OF THE WYOMING CONSUMER PROTECTION ACT**
15 **(Wyo. Stat. §§ 40-12-101, *et seq.*)**
16

17 3274. Plaintiffs incorporate by reference each preceding paragraph as though fully set
18 forth herein.

19 3275. Plaintiffs, Jason Royer, Beverley Gayle VanArkel, James B. Valliere, Anthony
20 Knezovich, Rick Stone, Calvin C. Taylor, Wayne & Becky Bennett, Cheryl and Lee Philley,
21 Richard & Cindy Simcox, Derek & Frances Minchey, Daniel Lopez, (for the purpose of this
22 section, "Plaintiff") brings this action on behalf of themselves against all Defendants.

23 3276. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, Sergio Marchionne,
24 Plaintiff, members and Plaintiffs are "persons" within the meaning of Wyo. Stat. § 40-12-102(a)(i).

25 3277. The Subject Vehicles are "merchandise" pursuant to Wyo. Stat. § 40-12-102(a)(vi).

3278. Each sale or lease of a Subject Vehicle to a Plaintiff was a “consumer transaction” as defined by Wyo. Stat. § 40-12-102(a)(ii). These consumer transactions occurred “in the course of [Defendants’] business” under Wyo. Stat. § 40-12-105(a).

3279. The Wyoming Consumer Protection Act (“Wyoming CPA”) prohibits deceptive trade practices. Wyo. Stat. § 40-12-105(a).

3280. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch, and Marchionne, through their agents, employees, and/or subsidiaries, violated the Wyoming CPA.

3281. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively misrepresented the environmental friendliness and emissions of the Subject Vehicles through the EcoDiesel badge—a material fact that was false because the Defendants developed and installed emission cheating components in the Subject Vehicles that caused them to pollute excessively in real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and pervasive consumer communications, the Subject Vehicles’ fuel efficiency and performance, and the Defendants concealed that the fuel efficiency and performance could be achieved only through emission control devices in the Subject Vehicles that caused them to pollute excessively in real-world conditions; and (3) the Defendants developed and installed emission cheating components that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently concealed that fact from regulators and Plaintiffs alike. *See, e.g.*, ¶¶ 149-216; 337-357. In so doing, and by marketing, offering for sale, and selling the defective Subject Vehicles, Defendants engaged in one or more of the following unfair or deceptive acts or practices as defined in Wyo. Stat. §§ 40-12-105(a):

A. Representing that the Subject Vehicles have approval, characteristics, uses, or benefits that they do not have;

B. Representing that the Subject Vehicles are of a particular standard, quality and grade

1 when they are not;

2 C. Advertising the Subject Vehicles with the intent not to sell or lease them as
3 advertised; and/or

4 D. Engaging in other conduct which created a likelihood of confusion or of
5 misunderstanding.

6
7 3282. Defendants' scheme and concealment of the true characteristics of the EcoDiesel®
8 emission control system were material to Plaintiff, as Defendants intended. Had they known the
9 truth, Plaintiff would not have purchased or leased the Subject Vehicles, or—if the Subject
10 Vehicles' true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—
11 would have paid significantly less for them.

12 3283. Plaintiffs had no way of discerning that Defendants' representations were false and
13 misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose,
14 because Defendants' emission control software was extremely sophisticated technology. Plaintiffs
15 did not, and could not, unravel Defendants' deception on their own.

16 3284. Defendants had an ongoing duty to Plaintiff to refrain from unfair and deceptive
17 practices under the Wyoming CPA in the course of their business. Specifically, Defendants owed
18 Plaintiffs a duty to disclose all the material facts concerning the EcoDiesel® emission control
19 system because they possessed exclusive knowledge, they intentionally concealed it from Plaintiff,
20 and/or they made misrepresentations that were rendered misleading because they were
21 contradicted by withheld facts.

22 3285. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate
23 result of Defendants' concealment, misrepresentations, and/or failure to disclose material
24 information.

25 3286. Defendants' violations present a continuing risk to Plaintiff, as well as to the
26 general public. Defendants' unlawful acts and practices complained of herein affect the public

1 interest.

2 3287. Pursuant to Wyo. Stat. §§ 40-12-108(a) and 40-12-108(b), Plaintiff seek an order
3 enjoining Defendants' unfair and/or deceptive acts or practices, and awarding damages, punitive
4 damages, and any other just and proper relief available under the Wyoming CPA.

5 3288. Per the State Pre-suit requirements notifications have been prepared to FCA US
6 LLC complying with Wyo. Stat. § 40-12-109. All Defendants were provided notice of the issues
7 raised in this count and this Complaint by the governmental investigations, the numerous
8 complaints filed against them, and the many individual notice letters sent by Plaintiffs within a
9 reasonable amount of time after the allegations of Subject Vehicle defects became public. Because
10 Defendants failed to remedy their unlawful conduct within the requisite time period, Plaintiff seek
11 all damages and relief to which Plaintiffs are entitled.

12 **III. PRAYER FOR RELIEF**

13
14 WHEREFORE, Plaintiffs respectfully request that the Court enter judgment in their favor
15 and against Defendants, as follows:

16 A. A declaration that any applicable statutes of limitation are tolled due to the fraudulent
17 concealment alleged in this complaint, and that Defendants are estopped from relying on
18 any statutes of limitations in defense;

19
20 B. An order enjoining Defendants from continuing the unlawful, deceptive, fraudulent,
21 and unfair business practices alleged in this Complaint;

22
23 C. Injunctive and equitable relief in the form of a comprehensive program to repair,
24 modify, and/or buy back all Subject Vehicles, and to fully reimburse and make whole all
25 Plaintiffs for all costs and economic losses, and degradation of mileage performance,
26 durability, and reliability that the Subject Vehicles could incur by being brought into
27 compliance with federal and state law;

28
29 D. Environmental reparations, mitigation, and remediation to offset the harm caused by
30 the Subject Vehicles, based on the mileage driven by all Subject Vehicles and/or other
31 appropriate measures of environmental harm;
32

1 E. Costs, restitution, compensatory damages for economic loss and out-of-pocket costs,
2 treble damages under Civil RICO, multiple damages under applicable states' laws,
3 punitive and exemplary damages under applicable law;
4

5 F. As a result of Defendants' conduct, all Plaintiffs have suffered actual damages,
6 including direct, consequential and incidental damages. All Plaintiffs seek to recover any
7 diminishment in value (the difference at the time and place of acceptance between the
8 value of their vehicles as and when accepted and the value as warranted or represented)
9 and additional damages under available State law for Defendant's knowing and
10 intentional violations;
11

12 G. As a result of Defendants' conduct, all Plaintiffs have suffered actual damages,
13 including direct, consequential and incidental damages in an amount within the
14 jurisdictional limited of this Court. Moreover, FCA has been unjustly enriched by
15 profiting from their fraudulent and deceptive practices which led to the purchase. All
16 Plaintiffs seek to recover the fraudulently obtained profits earned by FCA on each sale,
17 and additional damages available under the State laws for FCA's said knowing and
18 intentional violations;
19

20 H. Rescission of all Subject Vehicle purchases or leases, including reimbursement and/or
21 compensation of the full purchase price of all Subject Vehicles, including taxes, licenses,
22 and other fees;
23

24 I. A determination that Defendants are financially responsible for all Plaintiffs notice
25 and administration of Plaintiffs relief;
26

27 J. Any and all applicable statutory and civil penalties;
28

29 K. An order requiring Defendants to pay both pre- and post-judgment interest on any
30 amounts awarded;
31

32 L. An award of costs and attorneys' fees;
33

34 M. Leave to amend this Complaint to conform to the evidence produced in discovery and
35 at trial; and
36

37 N. Such other or further relief as the Court may deem appropriate, just, and equitable.
38
39

RELIANCE UPON DEMAND FOR JURY TRIAL

The Plaintiffs herein rely upon their previously filed demand for a trial by jury on all Counts and as to all issues.

Dated: January 11, 2019

Respectfully submitted,

STERN LAW, PLLC

/s/ Kenneth A. Stern

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